



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by posting on September 28, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord on October 7, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated September 28, 2014?

Background and Evidence

The tenancy began on March 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$375 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$187.50 at the start of the tenancy.

Grounds for Termination

The Notice to End Tenancy relies on section 47(1)(d) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

- (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall withdraw the one month Notice to End Tenancy dated September 28, 2014 on a without prejudice basis and retains the right to serve a new Notice to End Tenancy based on the same grounds should there be any further problems.
- b. The parties shall sign a 3 month fixed term tenancy agreement prepared by the landlord that provides that the tenancy shall start on December 1, 2014, end of February 28, 2015 and the tenant must vacate the rental unit at that time.
- c. The parties agree to discuss the possibility of extending the tenancy agreement after February 28, 2015 provided there are no problems with the tenancy.

As a result of the settlement I ordered that the one month Notice to End Tenancy dated September 28, 2014 shall be cancelled as withdrawn.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: November 19, 2014

Residential Tenancy Branch

