



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEIGHBOURHOOD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

The tenant and his legal advocate and the landlord's agent ("landlord") attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

At the outset of the hearing, the tenant's legal advocate indicated that the tenant would like the opportunity to pursue a resolution of the application.

The tenant's advocate testified that the Application for Dispute Resolution Notice ("Notice") was served on the landlord via registered mail on September 12, 2014. She provided a Canada Post tracking number and computer tracking printout showing that the Notice was successfully delivered, as proof of service, with his application. The landlord testified that he received the Notice. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the Application on September 17, 2014, the fifth day after its registered mailing.

The tenant's advocate testified that the Application for Dispute Resolution hearing evidence ("Evidence") was served personally to the landlord on October 16, 2014. The landlord testified that he received the Evidence. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was served with the Application on October 16, 2014.

The landlord testified that the 1 Month Notice, dated September 10, 2014, was served personally to the tenant on the same date. The tenant testified that he received the 1

Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was served with the 1 Month Notice on September 10, 2014.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

The landlord testified that this tenancy began on July 3, 2013 and was a month-to-month tenancy. The tenant disputed that the tenancy began on July 3, 2013, testifying that it began three years ago. Monthly rent was payable in the amount of \$365.00 on the first day of each month. The landlord testified that a security deposit was not paid for this rental unit, while the tenant testified that a security deposit was paid. Neither party provided a copy of the tenancy agreement for this application.

The tenant entered into written evidence a copy of his 1 Month Notice, dated September 10, 2014. In that notice, requiring the tenant to end this tenancy by October 10, 2014, the landlord cited the following reasons for the issuance of the Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*

Tenant has engaged in illegal activity that has, or is likely to:

- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.*

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord withdrew the 1 Month Notice and allowed the tenancy to continue in the current rental unit;
2. The landlord agreed to offer the tenant the next available and suitable rental unit in the same building as the current rental unit address, no later than January 1, 2015;
3. The tenant committed to not cause any unreasonable disturbance towards the landlord or any tenants in the current rental unit building.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The 1 Month Notice is set aside and the tenancy will continue as per the above terms. The 1 Month Notice is of no force or effect.

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 3, 2014

Residential Tenancy Branch

