



# 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 personally served on the Tenant on February 24, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on February 24, 2015. 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 one month Notice to End Tenancy dated February 24, 2015 and setting the end of tenancy for March 31, 2015?

### Grounds for Termination

The one month Notice to End Tenancy relies on section 47(1)(d) and (e) 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,
    - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- ....
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
- ....
- (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property,

### Background and Evidence

The tenancy began in 2008. The tenant pays a present rent of \$356 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy.

The landlord testified the tenant assaulted another tenant and it is being investigated by the police. The tenant disputes the alleged misconduct and submits the landlord has failed to provide sufficient evidence. The representative of the landlord stated she did not wish the tenant to go homeless and they are trying to find alternative accommodation for the tenant. The tenant stated he did not wish to live in the rental unit any longer and was desirous of finding alternative accommodation. .

### Settlement:

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The Notice to End Tenancy dated February 24, 2015 shall be cancelled as if it had been ordered cancelled on the merits and the landlord shall not be permitted to base any future Notices on the conduct relied on in the February 24, 2015 notice.

- b. The tenant shall not use the west stairwell in accessing his room and shall access his room through the east stairwell and elevator only.
- c. The parties shall work together and use their best efforts to find the tenant alternative accommodation as soon as reasonably possible.

Determination and Orders

As a result of the settlement I ordered that the Notice to End Tenancy dated February 24, 2015 be cancelled.

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: March 24, 2015

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Residential Tenancy Branch

