



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes cnc, mndc, olc, erp, rp, rr, ff, o

Introduction

The tenant seeks an order cancelling a one month Notice to End Tenancy.

There are other numerous other issues raised in the tenant's application, but the tenant confirmed at the start of the hearing that the issue of the cancellation of the notice was the most important issue to be dealt with. I note that the other components in the claim are not related in law or fact to the issue of the ending of the tenancy and the disputed notice.

Rule 1.1 of the Rules of Procedure states that the objective of the Rules of Procedure is to ensure a fair, efficient and consistent process for resolving disputes. Rule 2.3 provides that claims made in the application must be related to each other, and that Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. In this case, the tenant has applied for a number of unrelated matters. These included the claim to cancel the one month Notice to End Tenancy, but also a monetary claim, claims for repairs, and other claims. While these other claims may be important claims as well, they are not related matters to the foundational issue as to whether or not the tenancy would end, or whether the Notice to End Tenancy would be cancelled and the tenancy continue. I therefore ruled at the outset of the hearing that the hearing would deal only with the application to cancel the Notice, and the remaining issues claimed by the tenant are all dismissed as unrelated, with liberty granted to reapply.

Issues to Be Decided

- Is the Notice to End Tenancy served upon the tenant effective to end this tenancy, or should the Notice be cancelled, and the tenancy continue?

Background and Evidence

This tenancy began on or about October 1, 2011. A one month Notice to End Tenancy was served upon the tenant March 9, 2015, given because the landlord and other occupants in the premises were unreasonably disturbed by marijuana smoke from the tenant and his friends.

The landlord and her witness both testified that the smoke disturbed them. The witness, who rents a different suite in the basement of the home testified she suffers from asthma, and if the smoking does not stop she will move out. The landlord testified that

the smoke affects breathing and permeates her family's clothing.

The tenant acknowledged that he smokes, but submitted it is always done out of doors. He is willing to move, but needs more time.

The tenant proposes to move May 15, 2015. The landlord replies she is agreeable to amend the end of tenancy date to May 15, 2015.

Analysis

Section 47(1)(d) permits a landlord to end a tenancy when a tenant has significantly interfered with or unreasonably disturbed another occupant.

In this case, while the testimony of the witness is compelling, I need not determine the merits of the reasons for the ending of the tenancy, as the both parties have agreed that the tenancy will end May 15, 2015, in settlement of this matter.

By virtue of my authority in section 63(2) of the Residential Tenancy Act, I hereby ratify and confirm this settlement, and I order that it be binding upon both parties. The tenancy shall end May 15, 2015, and the tenant must vacate the premises on or before that date.

Conclusion

The tenancy shall end May 15, 2015, by virtue of a binding settlement agreement.

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: April 08, 2015

Residential Tenancy Branch

