



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Langley Lions Senior Citizens Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, MNDC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and for a monetary Order for money owed or compensation for damage or loss.

The Tenant stated that on May 22, 2015 the Application for Dispute Resolution and the Notice of Hearing were personally delivered to the Agent for the Landlord #1. The Agent for the Landlord #1 acknowledged receipt of these documents.

On June 23, 2015 the Tenant submitted 72 pages of evidence to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant stated that these documents were delivered to the Landlord's business office on June 29, 2015. The Agent for the Landlord #1 stated that these documents were located in the Landlord's business office on June 22, 2015 or June 29, 2015. As the Landlord acknowledged receipt of these documents, they were accepted as evidence for these proceedings.

The Agent for the Landlord #1 stated that on June 26, 2015 the Landlord submitted 26 pages of evidence to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord #1 stated that these documents were personally served to the Tenant on June 26, 2015. The Tenant acknowledged receipt of these documents.

The Landlord and the Tenant were advised that I was not in possession of the evidence submitted by the Landlord on June 06, 2015. The parties were advised that the hearing would be adjourned for the purposes of providing the Landlord with the opportunity to re-submit those documents to the Residential Tenancy Branch.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside and is the Tenant entitled to compensation of \$25.00?

Background and Evidence

Prior to adjourning the hearing the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the tenancy will continue;
- the Tenant will not approach any occupant of the residential complex for the purposes of asking them to complete a survey;
- the Tenant will communicate respectfully with all staff and occupants of the residential complex;
- the Tenant will not have guests past 11:00 p.m.;
- the Tenant will not smoke marijuana on the residential property;
- the Tenant will not operate a business out of her rental unit;
- the Tenant will use the front door only, not the side or rear door;
- the Tenant understands that failing to comply with these terms may result on the Landlord ending the tenancy in the future.

Analysis

This dispute has been settled in accordance with the aforementioned terms.

Conclusion

The parties have settled this dispute by mutual consent.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 06, 2015

Residential Tenancy Branch

