



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”), and to recover the filing fee.

Both parties appeared for the hearing and provided affirmed testimony. The parties confirmed that neither of them had provided any evidence or a copy of the Notice into evidence prior to this hearing. The Tenant testified that she served a copy of the Application and the Notice of Hearing documents to the Landlord by sending them by email to the Landlord’s wife. The Tenant explained that she did not have the funds to print off the documents sent to her by the Residential Tenancy Branch as she made the Application on line. The Landlord stated that his wife had received the documents by email but he had not seen the documents as he was not familiar with computers.

The parties were cautioned about the service requirements of Section 89(1) of the Act which were detailed in the documents provided to the Tenant. The parties were also cautioned about the requirement to have a copy of the Notice before any legal finding could be made on it.

However, the Landlord indicated that he wanted to continue the tenancy on the provision that there are no more noise complaints and disturbances from the Tenant’s dogs and loud music in this tenancy.

Analysis & Conclusion

Pursuant to section 56 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 the dispute.

Both parties agreed to settle the Tenant's Application in full by continuing the tenancy under the following conditions:

1. The Landlord and Tenant agreed to withdraw the Notice, which the parties agreed was dated August 27, 2015.
2. The Tenant committed to ensure that there would be no noise disturbances as the tenancy continues.
3. If there are further noise disturbances or other issues associated with this tenancy, the Landlord is at liberty to issue the Tenant with a new Notice or seek other remedy under the Act. The Landlord may rely on evidence he has gathered for previous incidents in order to prove any subsequent Notice issued to the Tenant which may be disputed.

As the parties mutually agreed to continue the tenancy, the Tenant's Application to recover the filing fee is dismissed. The Tenant was agreeable to this finding. This agreement does not change the rights, obligations, and remedies that both parties have under the Act.

Conclusion

The parties withdrew the notice to end tenancy. The tenancy will continue until it is ended in accordance with the Act. The Tenant's Application to recover the filing fee is dismissed as the parties mutually agree to continue this tenancy.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: November 03, 2015

Residential Tenancy Branch

