



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNLC CNR MNDC

Introduction

This hearing dealt with an application by the tenant for an order cancelling the landlord's 10 day Notice to End Tenancy dated January 2, 2016 and a monetary order for loss of quiet enjoyment. Both parties attended the hearing and had an opportunity to be heard.

Background and Evidence

In terms of evidence, the only document submitted by the tenant was the Application for Dispute Resolution and a copy of the 10 Day Notice to End Tenancy. The tenant had also submitted her bank statement for January in support of her request for a fee waiver.

This tenancy began over three years ago. The rent is \$750.00 due in advance on the first day of each month. The rental unit is the basement suite in the landlord's home where he lives with his wife and daughter. The tenant lives downstairs with her 12 year old son. Apparently, the tenancy was uneventful until about six months ago when the tenant and the landlord's wife started having clashes. It is not clear from the evidence what started these problems but it seems that it may have had something to do with the tenant accessing the laundry which is in the landlord's part of the house.

The landlord alleged that the tenant still owed him \$400 from January 2015. The tenant denied owing the \$400 and testified that all rent was up to date. The landlord then alleged that the tenant was being very rude to his wife and had even stuck her tongue out at her on one occasion. The tenant then stated that the landlord's wife was being rude to *her* and not allowing her to live in peace in the rental unit.

After a discussion of the issues, the parties agreed to settle the matters between them on the following terms:

- The landlord withdraws the 10 Day Notice to End Tenancy.
- The tenancy will continue according to its original terms.
- The landlord will be the only one to deal with the tenant and the landlord's wife will not come to the tenant's door or otherwise interrupt her daily living.
- The tenant will pay the rent for March today.

This settlement 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: March 01, 2016

Residential Tenancy Branch

