



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 5250 Investments c/o Vista Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy dated March 3, 2016 be cancelled?

Background and Evidence

The tenant is a longstanding resident of the rental unit. She is 71 and has lived in the rental unit for 20 years. The landlord served the tenant with a one month Notice to End Tenancy for cause dated March 3, 2016. On March 10, 2016 the tenant applied to cancel the Notice to End Tenancy. She submitted a voluminous quantity of documents as evidence in support of her application.

One of the alleged reasons for the Notice to End Tenancy was that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord's representative said that the landlord has received complaints from other occupants because the tenant has written to them and made complaints about noise. The landlord has received reports from occupants who were concerned because they have received letters from the tenant about noise issues immediately after moving into the rental unit. The tenant has health issues that affect her sleep and she is sensitive to noise.

At the hearing the landlord's representative testified that the landlord was not seeking to end the tenancy and it was prepared to have the Notice to End Tenancy cancelled provided that the tenant agreed to refrain from making complaints directly to other occupants of the rental property and instead bring any noise complaints to the landlord

and allow the landlord to address those complaints with the occupants. The tenant agreed that henceforth she will not write or complain directly to other occupants, but instead she will bring any such complaints to the landlord's resident manager or to one of the landlord's representatives at the office of the landlord.

The tenant has made requests for reimbursement of some amounts expended for repairs; she will discuss her request for reimbursement with the landlord's representative. If not resolved with the landlord then the tenant is at liberty to make an application to the Residential Tenancy Branch to claim compensation.

Analysis

The landlord has agreed to cancel the Notice to End Tenancy based on the tenant's assurance that she will bring any complaints, particularly noise complaints to the attention of the landlord instead of communicating directly with other occupants about those complaints. Based on the agreement of the parties I order that the Notice to End Tenancy dated March 3, 2016 be, and is hereby cancelled. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

Conclusion

The tenant's application has been granted, based on the agreement of the parties and the Notice to End Tenancy has been 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: April 21, 2016

Residential Tenancy Branch