



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VERNON DISTRICT COMMUNITY LAND TRUST SOCIETY
and [tenant name suppressed to protect privacy]

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 on May 20, 2016 to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”), and to recover the filing fee from the Landlords.

The Tenant appeared for the hearing with an advocate. The Landlord named on the Application, who was also the agent for the company Landlord, appeared for the hearing. Only the Landlord and Tenant provided affirmed testimony.

The Landlord confirmed receipt of the Tenant’s Application and the parties confirmed receipt of each other’s documentary evidence served prior to the hearing. The hearing process was explained and no questions were asked of the proceedings.

At the start of the hearing, I asked the parties whether they had discussed the matters elected on the Notice for the ending of the tenancy between them. The Tenant indicated that he wanted the tenancy to continue. The Landlord explained that she was willing to allow the tenancy to continue but on the condition that the Tenant was to ensure that he or his guests would have to refrain from illegal activities the Tenant is alleged to have engaged in. The Landlord explained that the residential building was a crime free building and that other residents were voicing their concern about the impact this was having on their safety in the building.

I allowed the Tenant and his legal advocate an opportunity to consider the Landlord’s proposal by way of a private consultation. After such time, the Tenant’s legal advocate explained that while the Tenant disagreed with some of the allegations, he acknowledged that his guests may have caused other residents alarm and concern. As a result, the Tenant agreed that he would take extra measures to ensure that his guests coming into the building would conduct themselves appropriately and acknowledged that he was responsible for their conduct. The Landlord then agreed to allow the

tenancy to continue. As a result, the parties agreed to withdraw the Notice dated May 18, 2016 which had been served to the Tenant and withdrew the Application. However, the Landlord is at liberty to issue the Tenant with another Notice pursuant to the Act if further issues continue. The Landlord was cautioned that they bear the burden to prove the Notice with sufficient evidence if this is disputed by the Tenant.

The parties agreed that they would split the \$100.00 filing fee as they had reached mutual consensus in allowing the tenancy to continue. The Landlord consented to the Tenant deducting \$50.00 for his next installment of rent to the Landlord. The Tenant may want to attach a copy of this decision when making the reduced rent payment to the Landlord.

The parties confirmed their understanding and agreement of voluntary resolution in this manner both during and at the end of the hearing. I made no legal findings in this matter.

Conclusion

The parties mutually agreed to allow this tenancy to continue until it is ended in accordance with the Act. The parties withdrew the Notice dated May 18, 2018 and the Application. The parties agreed to split the filing fee. This file is now closed.

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: June 29, 2016

Residential Tenancy Branch