



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on August 01, 2015. The rental unit is located in an apartment building.

The landlord testified that noise complaints were received from the occupants of the adjacent apartment and the landlord issued two warning letters dated March 15, 2016 and May 02, 2016. The problem persisted and on May 25, 2016, the landlord served the tenant with a notice to end tenancy for cause by posting the notice on her front door. The reason for the notice was that the tenant has significantly interfered with or unreasonable disturbed another occupant or the landlord.

The tenant disputed the notice in a timely manner. The tenant testified that she has a child who is autistic and suffers from ADHD and agreed that her son had created the noise disturbances by jumping on the bed. The tenant testified that she has since dismantled the bed and makes efforts to keep her son active by taking him for walks and swimming.

During the hearing the reasons for the notice were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to continue to keep her son engaged in physical activities outside the home to prevent him from creating noise disturbances inside the rental unit.
2. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to continue with her efforts to keep her son regularly engaged in physical activities outside the home. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

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: July 07, 2016

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Residential Tenancy Branch