



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC OPC

Introduction:

Both parties attended the hearing and confirmed the tenant was served the Notice to End Tenancy for cause dated May 27, 2016 to be effective June 30, 2016 and the tenant served the Application for Dispute Resolution personally. I find the documents were legally served pursuant to sections 88 and 89 of the *Residential Tenancy Act* (the Act). The tenant applies to cancel the Notice to End Tenancy pursuant to section 47 of the Act.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenancy began September 28, 2015 and rent is \$533 a month (as subsidized). The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

The tenant or a person permitted on the property by the tenant;

- a) has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- b) The tenant has put the landlord's property at significant risk; and
- c) caused extraordinary damage to the landlord's property.

At the commencement of the hearing, the landlord stated that after a recent inspection of the subject unit and a discussion, the parties had come to an agreement. The agreement is as follows:

Settlement Agreement:

1. The tenant agrees there will be no further damage to the unit or a Notice to End Tenancy will be issued.
2. The tenant agrees to maintain the yard.
3. The landlord agrees they will repair the unit gradually as the tenant pays for the existing damage.

- 4. The parties agree that the Notice to End Tenancy dated May 27, 2016 will be set aside and the tenancy will continue.**

Analysis:

Pursuant to the above noted settlement agreement, I find the Notice to End Tenancy dated May 27, 2016 to be effective June 30, 2016 is hereby set aside and cancelled.

Conclusion:

The Notice to End Tenancy dated May 27, 2016 is set aside and cancelled. The tenancy continues. The filing fee was waived.

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 13, 2016

Residential Tenancy Branch