Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kim Schuss
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNC, FF

Introduction:

The tenant has applied for an Order to cancel a Notice to End the Tenancy for Cause contained in a letter dated October 10, 2016. Both parties attended the teleconference hearing.

Facts:

A tenancy began on January 1, 2016 with rent in the amount of $ 995.00. The tenancy agreement was ambiguous as to whether it was a fixed term or on a month basis. The landlord sent a letter to the tenant dated September 19, 2016 representing that the tenancy was fixed term and offering a renewal fixed term at a higher rent. In a subsequent letter from the landlord dated October 10, 2016 the landlord advised the tenant that his "fixed term tenancy" would not be renewed because of numerous noise complaints. The tenant brought this application to cancel what he perceived to be a Notice to End the Tenancy for Cause contained in the letter of October 10, 2016.

Settlement:

The parties settled this matter and I have recorded that agreement pursuant to section 63(2) as the follows:

    a.   The parties agree that this tenancy is currently a month to month tenancy with rent in the amount of $ 995.00 per month, and

    b.   The letter dated September 19, 2016 purporting to renew a fix term tenancy at an increased rent commencing January 1, 2017 and the letter dated October 10, 2016 purporting to refuse to renew the fixed term tenancy are of no force an effect.

Conclusion:

The tenancy shall continue as per paragraphs a. and b. aforementioned. I have dismissed the tenant's application. There will not be any recovery of the filing fee as it was not part of the settlement.

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: December 13, 2016

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Residential Tenancy Branch