



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTAL LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, MT, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause, for additional time to do so and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on July 01, 2016. The rental unit is located in an apartment building. The landlord testified that she received multiple noise complaints against the tenant and gave the tenant verbal and written warnings. Copies of the complaints and warnings were filed into evidence. On January 13, 2017, the landlord served the tenant with a notice to end tenancy for cause. The tenant failed to apply for dispute resolution in a timely manner.

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 be mindful of the noise levels in his apartment which is the cause of complaints by another occupant of the building.
2. The landlord agreed to allow the tenancy to continue on condition that the tenant does not give other occupants reason to complain about noise disturbances.
3. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to refrain from giving other occupants of the building reason to complain about noise disturbances. 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. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee for this application

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: February 23, 2017

Residential Tenancy Branch