



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ANGUS HOTELS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC OPC

### **Introduction:**

Both parties and the tenant's advocate attended the hearing. The parties gave sworn testimony. The landlord said they posted on the tenant's door a Notice to End Tenancy for cause dated February 24, 2017 to be effective April 1, 2017. The tenant served the Application for Dispute Resolution by registered mail on February 27, 2017. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The tenant applies pursuant to section 47 of the *Residential Tenancy Act* to cancel the Notice to End the Tenancy for cause

**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. It was agreed that the tenancy began on October 28, 2015, the current rent is \$690 and the tenant paid a security deposit of \$250. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

a) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;

The landlord provided evidence of some notices and information that she alleged were distributed to other tenants by this tenant. The tenant said it was another tenant who distributed these notices advising tenants of their legal rights. He said other information about the owners of the building was distributed by others also. Some Facebook postings were also provided in evidence and a letter from a former manager who had made a complaint to the Police. After examining and discussing the evidence at length, the advocate said that the tenant was uncomfortable in continuing the tenancy anyway and would prefer to settle the matter if possible. With the able assistance of the tenant's advocate, the parties negotiated terms satisfactory to them both as follows:

### **Settlement Agreement:**

1. The tenant agrees to vacate the unit on April 1, 2017 in accordance with the Notice to End Tenancy and the landlord will receive an Order of Possession effective on that date.
2. The landlord agrees to refund the tenant in full his security deposit (\$250) plus \$60 refund for fees paid for overnight guests. The tenant will receive a monetary order for \$310 in assurance of this agreement.
3. This agreement settles all matters between the parties in respect of this tenancy to this date.

**Analysis and Conclusion:**

Pursuant to the above noted agreement, I find the landlord entitled to an Order of Possession effective April 1, 2017. I find the tenant entitled to a monetary order for \$310.

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: March 23, 2017

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Residential Tenancy Branch