



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on March 30, 2017 to cancel a One Month Notice to End Tenancy for Cause (the "Notice").

The Landlord, who was also representing the company Landlord on the Tenant's Application, the Tenant, and an assistant for the Tenant appeared for the hearing. However, only the Landlord and the Tenant provided affirmed testimony.

The Landlord confirmed receipt of the Tenant's Application. The parties confirmed that the only evidence before me was a copy of the Notice and that the parties were relying only on oral evidence in this hearing.

The Tenant confirmed receipt of the Notice on March 22, 2017 on his rental unit door. Therefore, as the Tenant had applied to dispute the Notice on March 30, 2017, I determined that the Tenant had made the Application within the 10 day time limit provided by Section 47(4) of the *Residential Tenancy Act* (the "Act").

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The Landlord alleged that the Tenant and his guest were using drugs in the rental unit on March 22, 2017, but acknowledged that she did not have any supporting evidence to back this up. The Landlord acknowledged that the Tenant had not been issued with a written beach letter for this issue but was agreeable to allow the tenancy to continue if this issue ceased. The Tenant disputed that he or his guest were engaged in drug activity.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

As a result, I asked the parties if they wanted to resolve this dispute by mutual agreement rather than have a decision made on the evidence before me. Both parties agreed and informed that they wanted to move forward with resolution by voluntary agreement on the following terms and conditions.

Settlement Agreement

The parties together withdrew the Notice dated March 22, 2017. Accordingly, I dismissed the Tenant's Application as there were no legal findings for me to make on the Notice. The tenancy will continue until such time it is ended pursuant to the Act.

The Landlord is at liberty to gather and document any evidence from this date forward of alleged drug activity by the Tenant or his guests. If the Landlord has sufficient evidence of this or any other activity that gives rise to the ending of the tenancy, then the Landlord may serve the Tenant with another notice to end tenancy. The Landlord will then bear the burden to prove that notice.

The parties confirmed their voluntary agreement to the above resolution both during and at the end of the hearing and no further questions were asked at the conclusion. This file is now closed.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 05, 2017

Residential Tenancy Branch