



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction:

Only the tenant and his advocate attended the hearing and he gave sworn testimony. He said he was served with the One Month Notice to End a Residential Tenancy dated August 17, 2017 to be effective September 30, 2017. He said he served the landlord with the Application for Dispute Resolution dated August 21 with a witness. 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 to cancel the Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act).

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Only the tenant and his advocate attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. He said the tenancy began in November 2016, rent is \$450 a month and a security deposit of \$225 was paid. 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;
- b) The tenant has engaged in illegal activity that adversely affects the quiet enjoyment, security, safety or physical wellbeing of another occupant or the landlord
- c) The tenant has breached a material term of the tenancy agreement that was not corrected within reasonable time after a written notice to do so.

The tenant and his advocate submitted that the landlord and he resolved the matter on September 28, 2017 and there was an agreement that the tenancy could continue until June 2018. They submit that the Notice to End Tenancy is of no effect now.

Analysis:

I find the landlord did not attend the hearing or provide evidence to support the Notice to End Tenancy. I find the tenant's evidence credible that the landlord and he reached a resolution and his tenancy is continuing until June 2018. His credibility is supported by his advocate and some letters from other tenants. I hereby set aside the One Month Notice to End Tenancy dated August 17, 2017. The tenancy continues.

Conclusion:

I set aside and cancel the One Month Notice to End Tenancy. The tenancy is continued. No filing fee was paid so there is no order for recovery of the filing fee.

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: October 04, 2017

Residential Tenancy Branch