



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC FF

Introduction

Both parties and witnesses attended the hearing and gave sworn or affirmed testimony. The One Month Notice to End Tenancy is dated December 1, 2017 to be effective February 1, 2018 and the tenant confirmed it was served by registered mail. The landlord confirmed they received the tenant's Application for Dispute Resolution dated December 21, 2017 on January 2, 2018 as delivery was delayed by snowfall. 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 the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To obtain an extension of time to file the application pursuant to section 66;
- b) To cancel a notice to end tenancy for cause pursuant to section 47; and
- c) To recover filing fees for this application.

Preliminary Issue:

I grant the tenant the requested extension of time to file the application. I find there was exceptional snow fall in the area at the time which caused unusual delays.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced October 2011, rent is \$705 a month and a security deposit of \$340 was paid. The landlord served a Notice to End Tenancy for the following reasons:

- a) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- b) The tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord/agent.

The landlord explained that the tenant has been threatening the agent, telling untrue stories about him and gets intoxicated frequently. The agent said he is concerned for his personal safety for there has been violence in the home with the police attending for domestic disputes. The tenant tells him that he knows of ways to kill people and kill him. He tells him that he must do certain things or things will happen. The tenant claims to have an association with the CIA. The agent says it is difficult to get any work done because of the tenant's attitude.

The male tenant said that he acted in self defense as the agent threatens him. He said he is agreeable to stop this behaviour if the agent does not threaten him. A neighbour attended as witness for the tenant and said the tenants' behaviour does not bother the neighbours, the male tenant is not violent and he personally observed the agent being very aggressive one day to the male tenant and the landlord telling him to calm down. The agent said the tenant was telling people that he was poisoning people with the water and this made him upset.

After further discussion and negotiation, the parties freely and voluntarily decided to settle the matter on the following terms and conditions:

Settlement Agreement:

- 1. If the agent of the landlord needs to attend the tenants' home, he will give 24 hours notice by telephone and the male tenant will leave the home.**
- 2. The female tenant only will deal with the agent.**
- 3. The tenancy is continued.**
- 4. This settles all matters between the parties to this date in respect to this tenancy.**

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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Analysis:

Pursuant to the above noted settlement agreement, I set aside and cancel the Notice to End Tenancy dated December 1, 2017 to be effective February 1, 2018. I note the parties were advised to follow the terms of the agreement.

Conclusion:

I set aside and cancel the Notice to End Tenancy dated December 1, 2017 to be effective February 1, 2018. **The tenancy is continued.** No filing fee is awarded as I find there was fault on both sides and the matter was settled.

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 08, 2018

Residential Tenancy Branch