



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS. AGENCIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenants served the landlord with the notice of hearing package in person on May 9, 2018. As both parties have attended and confirmed receipt of the notice of hearing package, I am satisfied that both parties have been sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 Month Notice?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 1, 2017 on a fixed term tenancy ending on November 30, 2018 as per the submitted copy of the signed tenancy agreement dated November 14, 2017. The monthly rent is \$1,450.00 payable on the 1st day of each month. A security deposit of \$725.00 was paid on November 14, 2017.

Both parties agreed that on April 23, 2018, the landlord served the tenant with the 1 Month Notice dated April 23, 2018 in person. The 1 Month Notice sets out an effective end of tenancy date of May 31, 2018 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord provided undisputed testimony that a large number of the building occupants and contractors have filed complaints with the landlord regarding aggressive behaviour involving yelling obscenities each time a person enter/exits the front door.

The tenants confirmed that they live directly above the front door and that when closing the door makes an “unnaturally loud” noise. The tenants notified the landlord to resolve the issue and confirm that the landlord has tried to adjust the door and place signs to have people hold the door when closing. The tenants state that this is a very frustrating situation.

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on July 31, 2018, by which time the tenants will have vacated the rental unit.

The landlords agreed to withdraw the 1 Month Notice dated April 23, 2018.

The tenants agreed to cancel the application for dispute.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on July 31, 2018. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 27, 2018

Residential Tenancy Branch