



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated April 15, 2018
- b. An order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement.
- c. A repair order.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on April 15, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail as the landlord acknowledged receipt of the document. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated April 15, 2018?
- b. Whether the tenant is entitled to an order that the landlord comply with the Residential Tenancy Act, regulations and/or tenancy agreement.
- c. Whether the tenant is entitled to a repair order.

Background and Evidence:

The tenancy began in January 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$950 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$475 at start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse

Settlement::

At the start of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The parties mutually agreement to end the tenancy on July 31, 2018.
- b. The parties request the arbitrator to issue an Order of Possession for that date.
- c. Both parties acknowledge that as the tenant was served with a 2 month Notice to End Tenancy she entitled to the equivalent of one month rent free and she plan to apply this right to the rent for July.

As a result of the settlement I issued an Order of Possession effective July 31, 2018.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

The Advocate for the tenant stated that the tenant is being unreasonably disturbed by the landlord and his children to the point of a breach of the covenant of quiet enjoyment. The landlord stated the noise is normal user of young children. The tenant has not applied for a monetary order. I determined it was not appropriate to make any further orders as the tenancy is coming to an end. The tenant has the right to seek financial compensation by filing another Application for Dispute Resolution if the disturbances amount to a breach of the covenant of quiet enjoyment.

This decision is final and binding on the parties.

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 15, 2018

Residential Tenancy Branch