



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EY PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC OPC

Introduction

Both parties attended the hearing and gave sworn or affirmed testimony. The One Month Notice to End Tenancy is dated May 9, 2018 to be effective June 30, 2018 and the tenant confirmed it was served personally. The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution dated May 18, 2018 and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47;

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 September 1, 2015, it is now a month to month tenancy, rent is \$967 a month and a security deposit of \$450 was paid. The landlord served a Notice to End Tenancy for the following reasons:

The tenant or a person permitted on the property by them

- (i) has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- (ii) has put the landlord's property at significant risk
- (iii) has seriously jeopardized the health, safety or lawful right of another occupant or the landlord; and

The tenant has engaged in illegal activity that adversely affects the quiet enjoyment, security, safety or physical wellbeing of another occupant or the landlord.

The landlord described that it is the tenant's guests who are jeopardizing the security and well being of other tenants. The tenant invites people off the street to come into the building. They prop open the door and wander the halls and make other tenants nervous and insecure. In particular, a "J" who has a dog has propped open the door, wandered the halls making tenants nervous and stole the caretaker's tools. The caretaker found them on him later and retrieved them. The tenant has looked after his dog for a period of time and this is a pet free building. Management has spoken to the tenant many times and her behaviour improves temporarily but she does not maintain it long-term.

The tenant said she has allowed people she met to come in and use her facilities such as the shower. She does not believe they propped open the door. "J" has moved out of province and will no longer be visiting her. She said she had permission to have the dog visit her temporarily. Her worker confirmed that "J" is gone from the city and said she hoped the tenancy could be preserved.

After further discussion, the parties freely and voluntarily entered into a settlement agreement in an effort to preserve this tenancy.

Settlement Agreement:

1. The tenant agrees she will have no overnight guests except for her son who will introduce himself and provide identification when he visits her.
2. "J" will be banned from the building and the tenant will not allow him to visit her.
3. The tenant will no longer invite homeless or other street people into the building for any reason.
4. The landlord agrees the Notice to End Tenancy dated May 9, 2018 is set aside.
5. Should the tenant breach any of the above conditions, the landlord will apply for an Order of Possession to evict her.

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

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Analysis:

Based on the above noted agreement, I hereby set aside the Notice to End Tenancy dated May 9, 2018. The tenancy is continued under the above noted conditions.

Conclusion:

The Application of the Tenant to set aside the Notice to End Tenancy dated May 9, 2018 is successful. The filing fee was waived. The tenancy is continued until legally ended under the Act. .

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: July 12, 2018

Residential Tenancy Branch