



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### 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;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on January 16, 2020. Both parties also confirmed the tenant served the landlord with the submitted documentary evidence via Canada Post Registered Mail on February 18, 2020. Both parties confirmed the landlord served the tenant with the submitted documentary evidence via Canada Post Registered Mail on February 27, 2020. Neither party raised any other service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

After 64 minutes, the hearing was adjourned due to a lack of time. Both parties were advised that a notice of adjournment would be provided to counsel of both parties with a new date and time for continuation. Counsel for both parties provided dates of conflict which shall be forwarded to the Residential Tenancy Branch for consideration. Both parties were advised that all efforts would be made to accommodate these conflict dates, but that the scheduling of the adjournment would take priority.

On May 14, 2020, the hearing was resumed with counsel for both parties in attendance. At the outset, counsel for both parties confirmed that a settlement resolution had been reached and that both parties wished to have the settlement formalized in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

Is the tenant entitled to recovery of the filing fee?

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, 2010 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated November 6, 2010. The monthly rent began at \$750.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$375.00 was paid.

On December 30, 2019, the landlord served the tenant with the 1 Month Notice dated December 30, 2019. The 1 Month Notice sets out an effective end of tenancy date of January 31, 2020 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 details of cause listed are:

November 25, 2019 @ 6:30pm- D.S., unit #207 reports of verbal abuse...

November 17, 2019 @ 3:30pm- W.M., unit #110 reports of verbal abuse...

June 14, 2019 – following and accosting tenants, demanding personal information, slipping notes under their doors ++

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:

The landlord agreed to withdraw the 1 Month Notice dated December 30, 2019.

The tenant agreed to withdraw the application for dispute regarding the 1 Month Notice dated December 30, 2019.

Both parties agreed to not seek any further relief regarding the 1 Month Notice dated December 30, 2019.

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.

As settlement has been reached I decline to make any orders regarding 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: May 14, 2020

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Residential Tenancy Branch