



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC Railway Company Whistler Property  
Services and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for the recovery of the filing fee. Both parties attended the hearing and had the opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy began on April 01, 2020. The rental unit is an attached townhouse that is located within a row of 12 units. The parties agreed that the tenant had received warning letters and strata fines following noise disturbance complaints from the occupants of the adjoining units. Some of the incidents involved the presence of the police. On December 15, 2022, the landlord served the tenant with a notice to end tenancy for cause. The reasons for the notice are that the tenant has significantly interfered with or unreasonably disturbed another occupant.

During the hearing the reasons for the notice were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to move out on or before August 31, 2023. The landlord agreed to allow the tenancy to continue till this date.
2. The tenant agreed to provide at least 10 days' notice prior to the move out date. The landlord agreed to accept 10 days' notice to end the tenancy.
3. The tenant agreed to pay rent up to the last day of tenancy. The landlord agreed to return to the tenant any unused prorated portion of the rent.
4. The tenant agreed to maintain the peace by refraining from causing noise disturbances.
5. The tenant agreed to be mindful of the quiet enjoyment that the other occupants of the town house complex are entitled to.
6. The tenant accepts that if any further complaints, police incidents and strata fines are issued, the landlord will serve the tenant with a notice to end tenancy.
7. Both parties confirmed that they understood/agreed to the above terms

The tenant would be wise to abide with the terms of this agreement. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue as per the above terms. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee for this application. 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: January 19, 2023

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Residential Tenancy Branch