



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MT, RR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause, for additional time to do so and for a rent reduction. Both parties attended the hearing and had 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? Did the tenant have extenuating circumstances that prevented her from making this application in a timely manner?

Background and Evidence

The tenancy began in January 2011. The rental unit is located in building that used to be a motel. There are a total of 10 rental units all located on the ground floor. On June 29, 2017, the landlord served the tenant with a notice to end tenancy for cause.

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 hire a certified electrician at her own cost, to inspect and repair if necessary, the wiring from the stove fan to the source of electricity and the related wiring inside the wall. The tenant agreed to provide the landlord with a certificate from the electrician regarding the safety of the wiring.
2. The tenant agreed to allow the landlord to inspect the rental unit on August 21 at 9:00 am. The tenant agreed to fully cooperate with the landlord's schedule of carrying out required repairs. The landlord agreed to provide at least 24 hours written notice to the tenant regarding the times and dates of repair work.
3. The tenant agreed to repair the backsplash at her own expense
4. The tenant agreed not to engage in any conversations with the other occupants of the rental building that would lead to altercations.
5. The tenant agreed to observe the quiet time period of 10:00 pm to 06:00 am daily.
6. The tenant agreed to abide by the landlord's policy of no drug use or drug related activities on the landlord's property.
7. The tenant agreed not to undertake any alterations to the rental unit without the written approval of the landlord
8. The tenant agreed to report any problems in the rental unit in a timely manner to the landlord in order to mitigate damages.
9. Both parties confirmed that they understood and agreed to the terms of this agreement.

The tenant would be wise to refrain from giving other occupants of the building reason to complain about noise disturbances or altercations. 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.
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: August 16, 2017

Residential Tenancy Branch