



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

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that he received the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) handed to him on July 29, 2012 and posted on his door on July 30, 2012. The landlord confirmed that the tenant handed a copy of his dispute resolution hearing package to the landlord's representatives on July 31, 2012. I am satisfied that the parties served one another with these documents in accordance with the *Act*.

Although the landlord sent copies of written evidence to the Residential Tenancy Branch (RTB), the landlord did not serve this evidence to the tenant. As such, I advised the parties that the only portion of that evidence that I would consider was the copies of the 1 Month Notices which the tenant admitted to having received.

At the hearing, the landlord made an oral request for an Order of Possession in the event that the tenant's application to cancel the 1 Month Notice were dismissed.

Issues(s) to be Decided

Should the tenant's application to cancel the 1 Month Notice be allowed. If not, should the landlord be issued an Order of Possession? Is the tenant entitled to recover his filing fee from the landlord?

Background and Evidence

This periodic tenancy has been in place since at least January 2000. Monthly rent is currently set at \$588.00, payable in advance on the first of each month. The tenant

claimed that he paid a security deposit of one-half of his monthly rent when he first moved to this rental building. The tenant was the building manager in this building until June 2010. The landlord issued the 1 Month Notice seeking an end to this tenancy by August 31, 2012.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle the issues in dispute arising out of this tenancy under the following terms:

1. The landlord agreed to cancel the 1 Month Notices issued on July 29, 2012 and July 30, 2012.
2. The tenant agreed to maintain reasonable standards of cleanliness in the rental unit.
3. The tenant agreed to meet with the landlord's building manager and demonstrate that he does not retain a master key enabling him to access areas of the building that would not be accessible to him as a resident of that building.
4. The tenant agreed to remove all of his belongings from the maintenance/storage room of the building by September 3, 2012.
5. The tenant agreed that his activities within the rental building are limited to those of a resident and that he will not make representation to anyone of any position of authority to act on the landlord's behalf.
6. Both parties agreed that the tenant will reduce his next scheduled rent payment by \$50.00, an amount which enables him to recover the filing fee for his application for dispute resolution.
7. Both parties agreed that the settlement agreement reached between the parties constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

Conclusion

In order to implement the above settlement reached between the parties, I cancel the landlord's 1 Month Notices issued on July 29, 2012 and July 30, 2012. This tenancy continues.

I order the tenant to reduce his next monthly rent by \$50.00 as per the terms of the settlement agreement reached between the parties. After this one-time reduction in monthly rent, the tenant's rent reverts to the regular monthly rent established for this tenancy.

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 27, 2012

Residential Tenancy Branch