



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss this application with one another. The landlord testified that he posted a 1 Month Notice on the tenant's door on August 9, 2013. The tenant testified that she received that Notice on August 11, 2013, and another 1 Month Notice posted on her door in September 2013. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent to him by the tenant by courier on August 15, 2013. I am satisfied that the above documents were served by the parties in accordance with the *Act*.

The landlord did not request an end to this tenancy on the basis of the 1 Month Notice. His only request was that he be provided with a key to the rental unit by the tenant.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? In the event that this tenancy were to continue, should any orders be issued with respect to this tenancy?

Background and Evidence

This periodic tenancy commenced on October 1, 2012. Monthly rent is set at \$850.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$425.00 security deposit paid on September 21, 2012.

Neither party provided copies of either the signed Residential Tenancy Agreement or any of the 1 Month Notices created by the landlord.

The tenant admitted to having changed the locks to her rental unit. She provided evidence that she took this action because the landlord had entered her rental unit without permission or legal authorization to do so. The landlord testified that he was

aware of the requirements of the *Act* with respect to accessing a tenant's rental unit and he had not contravened these requirements. He testified that he issued the 1 Month Notices because of the tenant's actions in changing the locks and failing to provide him with a key. The tenant said that she had given a key to the building manager in this rental complex. The landlord said that he was unaware that a key had been provided to the building manager and asked that he be provided with access to this key.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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 resolve all issues in dispute currently arising out of this tenancy under the following final and binding terms:

1. The tenant agreed to ensure that the landlord has a functioning key to access the rental unit.
2. The landlord agreed that he must abide by the terms of the *Residential Tenancy Act* with respect to any request to access the rental unit, which includes providing 24 hours written notice to the tenant unless there is an emergency pertaining to the rental unit requiring immediate access to that unit.
3. The landlord agreed to withdraw all notices to end tenancy issued to the tenant.
4. The landlord agreed to place any document posted on the tenant's door in a sealed envelope.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

Conclusion

To give effect to the above settlement agreement, the landlord's 1 Month Notices are withdrawn and are of no legal effect or force. This tenancy continues. 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: September 27, 2013

Residential Tenancy Branch

