



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding YORK DEVELOPMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF, CNC

### Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* (the *Act*).

The landlord applied for:

- an Order of Possession for cause pursuant to section 55; and
- recovery of the filing fee from the tenant pursuant to section 72.

The tenant applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties were represented at the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord CC primarily spoke for the corporate landlord (the "landlord").

Initially, I was scheduled to hear only the tenant's application today. The landlord's application was originally scheduled to be heard by me on May 19, 2017. I found that both applications pertained to the same residential property, involved the same parties, sought similar remedies, and similar evidentiary matters would be considered for each application. Therefore, pursuant to 2.10 of the Rules of Procedure, I ordered that the matters be brought together and heard at once.

As both parties were in attendance I confirmed that there were no issues with service of the landlord's 1 Month Notice, either party's application for dispute resolution or either party's evidentiary materials. The parties confirmed receipt of one another's materials. In accordance with sections 88 and 89 of the *Act*, I find that the parties were duly served with copies of the landlord's 1 Month Notice, the respective applications and their respective evidence.

### 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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. This tenancy will continue pursuant to the terms of the existing tenancy agreement.
2. The landlord will arrange for an additional lock to be installed on the rental unit door at the tenant's expense. The tenant may request the type of lock to be installed and the lock selected will be at the discretion of the landlord.
3. The tenant will remove the tape, aluminum foil and other materials from the door of the rental unit.
4. The 1 Month Notice dated March 13, 2017 is cancelled and of no force or effect.
5. This settlement agreement constitutes a final and binding resolution of both party's applications at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

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: April 24, 2017

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Residential Tenancy Branch