



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

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 the 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, to call witnesses and to cross-examine one another.

As the tenant confirmed that they received the 1 Month Notice posted on their door by the landlord on March 27, 2019, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on April 10, 2019, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 88 of the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

On May 31, 2012, the parties signed a one year fixed term Residential Tenancy Agreement which enabled the tenant to reside in this rental unit from June 1, 2012 until May 31, 2013. When the initial term expired, the tenancy continued as a month-to-month tenancy. The current monthly rent is \$988.00, payable in advance by the first of each month.

Both parties agreed that the tenant has paid \$988.00 for the month of May 2019, enabling the tenant to remain in the rental unit after the effective date of the 1 Month Notice, April 30, 2019.

The landlord's 1 Month Notice identified the following reasons for ending this tenancy for cause:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlord agreed to withdraw the 1 Month Notice of March 27, 2019.
2. The landlord agreed to give the tenant at least 24 hours written notice, and hopefully 7 days written notice, for any work to be done in the rental unit to complete the ongoing renovations and repairs to the kitchen, bathroom and hallway door in the rental unit.
3. The tenant agreed that upon receiving adequate written notice as described in Clause 2 of their settlement agreement that the tenant will make arrangements with someone of the tenant's choosing to be present to look after the rental unit during the two days (approximately four to six hours each day) when the landlord will be undertaking his portion of the renovations and repairs to the tenant's rental

unit. The tenant agreed to not be present in the rental unit while the landlord completes these renovations and repairs.

4. The tenant agreed to allow the landlord's flooring contractor to conduct one day of renovations and repairs to the tenant's rental unit upon receiving notice as described in Clause #2 of this settlement agreement.
5. The landlord agreed to compensate the tenant a total of \$300.00 to enable the tenant to hire someone to be in attendance while the landlord completes the eight to twelve hours of work required to complete the outstanding renovations and repairs to this rental unit.
6. The landlord agreed to compensate the tenant for the \$100.00 filing fee the tenant paid for her application for dispute resolution.
7. The parties agreed that the tenant would withhold \$400.00 from their June 2019 monthly rent to implement the landlord's commitments in Clause #s 5 and 6 of the settlement agreement.
8. The landlord and the tenant agreed to be appropriate with one another in their interactions during the remainder of this tenancy.
9. Both parties, including the owner of this rental unit who was in attendance at this hearing and was in agreement with these terms, agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

To give effect to the settlement agreed to by the parties, I set aside the 1 Month Notice, which is no longer of any continuing force or effect. This tenancy continues until ended in accordance with the *Act*.

To perfect this settlement agreement, I order the landlord to provide the tenant with at least 24 hours written notice, and ideally 7 days written notice, of the dates and times when the landlord and the landlord's contractors will be undertaking work to complete the renovations to the tenant's kitchen, bathroom and hallway door.

I order the tenant to allow access to their rental unit to the landlord's flooring contractor for the work that contractor needs to undertake, and to the landlord for the two days of work the landlord needs to complete the renovations and repairs to this rental unit.

I order the tenant to arrange to have someone available during the two days that the landlord will be undertaking renovation and repair work to the rental unit. I order the

tenant to remove herself from the rental unit during the 4-6 hours on each of the two days when the landlord will be working on renovations and repairs in the rental unit.

I order the landlord to compensate the tenant \$300.00 to enable the tenant to hire someone to be available during the two days of renovations undertaken by the landlord and \$100.00 for the tenant's filing fee for this application. To implement this \$400.00 monetary provision in the settlement agreement, I order the tenant to pay \$588.00 in monthly rent for the month of June 2019. The tenant's monthly rent returns to \$988.00 as of July 1, 2019.

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: May 07, 2019

Residential Tenancy Branch