



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY
MANAGEMENT and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "Notice") pursuant to section 47.

Both parties attended the hearing and had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. Tenant VN was assisted by advocate HB.

As both parties were present service was confirmed. The parties each confirmed receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88, 89 of the *Act*.

Settlement

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 regarding this application only.

Both parties agreed to the following final and binding settlement of all issues listed in this application for dispute resolution:

- The Notice is canceled. Tenancy will continue until terminated in accordance with the *Act*;

- A Notice addressed to all tenants of the building will be posted on the common areas stating that all the fire doors of the building can only be used in case of an emergency.
- The building manager will be instructed to:
 - Post a Notice on the door of the tenant at least 24 hours before entering the tenant's unit, in accordance with Section 29 of the Act;
 - Contact the tenant by phone before knocking at the tenant's door if it is not an emergency;
 - Knock at the tenant's door more gently.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application. The parties settled all aspects of their dispute in the above terms.

This Decision and Settlement are final and binding.

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: December 02, 2019

Residential Tenancy Branch