



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, CNC, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the Residential Tenancy Act (the "Act") for

- an order to cancel One Month Notice for Cause pursuant to section 47(4) of the *Act*.
- an order for the landlord to comply with the *Act*, regulation, and/or the tenancy agreement pursuant to section 62(3) of the *Act*.
- authorization to recover the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

Both parties, the landlord and tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant LES was represented by her daughter.

The landlord confirmed receipt of the tenant's application for dispute resolution and evidentiary package sent to the landlord by way of Canada Post Registered mail on February 20, 2020. The landlord is found, pursuant to section 88 and 89 of the *Act*, to have been served with this package in accordance with the *Act*.

The tenant confirmed receipt of the landlord's three evidentiary packages sent by registered mail on February 12, and February 21, 2020. The Canada Post registered mailing numbers are listed on the cover page of this decision.

Issue(s) to be Decided

Is the tenant entitled to cancel the One Month Notice pursuant to section 47 of the *Act*?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Is the tenant entitled to an order for the landlord to comply with the Act, regulation, and/or the tenancy agreement pursuant to section 62 of the *Act*?

If the tenant fails in her application, is the landlord entitled to an order of possession pursuant to section 55 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the landlord's and tenant's claims and my findings are set out below:

The landlord testified that the tenancy began in 1996 and that she took over the building from a family member in April 2019. The parties do not have the original rental agreement. Monthly rent of \$1071.00 is payable the first of each month. The amount of the security deposit is in dispute between the parties. The tenant affirmed that she had paid one full month's security deposit "as it was difficult to rent a property in 1996 without a full month's deposit" The landlord affirmed she was uncertain of the amount of the security deposit.

The landlord testified and confirmed that the tenant was served with One Month Notice, ("Notice") by registered mail on February 13, 2020 with an effective date of March 31, 2020. Tenant acknowledged receipt of the registered mailing and the Notice.

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.

The parties agreed to the following final and binding settlement:

1. The tenant agrees to reduce the noise levels after 11:00 p.m. in the evening and ensue that a quiet period remains after 11:00 p.m.

2. The parties agree that the landlord will comply within a reasonable period of time (due to Covid19) and arrange a contractor to construct the staircase in order the tenant can have access to the garden.
3. The parties agree that they will review the matter in eight months from the date of this decision and if either of the parties are dissatisfied with the tenancy, either party may apply with new applications to the Residential Tenancy Branch to seek dispute Resolution.
4. The One Month Notice is cancelled, and the Tenancy continues.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

The landlord and tenant testified that they understood that the above agreement was being made was binding and enforceable.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 20, 2020

Residential Tenancy Branch