



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, RR, LRE, PSF, OLC, MNDCT, AAT, RP, ERP, LAT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70; and
- an order to allow the tenant to change the locks to the rental unit pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlords confirmed receipt of the tenant's dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlords duly served with the Application. All parties confirmed receipt of each other's' evidentiary materials.

The tenant confirmed receipt of the 1 Month Notice dated October 21, 2020. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 88 of the *Act*. Both parties confirmed that there are no other outstanding Notices to End Tenancy in effect at the time of the hearing, and that the 10 Day Notice referenced in the tenant's application was included in error. Accordingly, the hearing proceeded on the basis of the 1 Month Notice dated October 21, 2020.

Preliminary Issue – Tenant's Other Claims

Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

The hearing started at 11:00 am, and ended at 11:48 a.m., after a substantial amount of time was used to discuss and finalize a mutual resolution of the main issue of whether the 1 Month Notice can be cancelled, and the tenancy may continue on mutually agreeable terms. As the time allotted was sufficient to allow the tenant's other claims to be heard along with the application to cancel the 1 Month Notice to End Tenancy, I exercise my discretion to dismiss the portions of the tenant's application unrelated to the 1 Month Notice with leave to reapply. Liberty to reapply is not an extension of any applicable timelines.

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 the dispute in relation to the 1 Month Notice dated October 21, 2020.

Both parties agreed to the following final and binding settlement in relation to the continuation of the tenancy:

1. Both parties agreed that the tenancy will continue in accordance with the *Act*, with the following conditions:

- a) The tenant or tenant's boyfriend will have no contact with the downstairs tenant by phone, text message, or in person.
 - b) If the tenant needs to report an issue about repairs required to the rental unit the tenant may make the request in writing and drop it off in the mailbox of landlord's agent, or leave a respectful phone message.
 - c) There will be no interference with any staff members or contractors coming to the rental unit to provide services or make any necessary repairs.
 - d) The tenant agreed that she may lock the laundry room only when she is in the laundry room attending to her laundry. The tenant agreed that the door must remain unlocked at any other time in accordance with bylaw and safety requirements.
2. The landlords agreed that the 1 Month Notice, dated October 21, 2020, is cancelled and of no force or effect.

These particulars comprise the full and final settlement of all aspects of this dispute in relation to the 1 Month Notice to End Tenancy. 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

The tenancy is to continue in accordance with the *Act*, and the terms and conditions agreed to in the above settlement.

The landlords' 1 Month Notice, dated October 21, 2020, is cancelled and is of no force or effect.

The remainder of the tenant's application is dismissed with leave to reapply.

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: January 19, 2021

Residential Tenancy Branch