



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

Introduction

The hearing was convened as a result of the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of One Month Notice to End Tenancy for Cause ("1 Month Notice") pursuant to section 47 of the Act; and
- authorization to recover the filing fee for this application pursuant to section 72 of the Act.

The Landlord and Tenant attended the participatory hearing.

The Tenant stated he served the Notice of Dispute Resolution Hearing and his evidence on the Landlord ("NOH" Package"). The Landlord acknowledged he had received the Dispute Package. I find the Dispute Package was served on the Landlord in accordance with section 88 and 89 of the Act.

Before affirming the parties, I informed them that neither of them had submitted a copy of the 1 Month Notice. I informed the parties that, pursuant to Rules 2.5 of the Residential Tenancy Branch Rules, the Tenant was required to submit a copy of the 1 Month Notice to End Tenancy to the Residential Tenancy Branch ("RTB") if he is seeking to cancel the 1 Month Notice. As the Tenant has not submitted a copy of the 1 Month Notice to the RTB, he has not complied with that requirement.

I also informed the parties that section 55(1) of the Act states:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As no copy of the 1 Month Notice was submitted into evidence, I cannot verify whether the 1 Month Notice complies with section 52 as to form and content. Therefore, dismissal of the Tenant's application will not entitle the Landlord to an Order of Possession as section 55(1)(1) will not have been satisfied.

I raised the possibility of settlement pursuant to section 63(1) of the Act which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary and, if they choose not to discuss settlement, I will make a final and binding decision on the matter. I advised the parties that if they did come to an agreement, I would document the details of their agreement in my written decision and make any necessary Orders to give effect to their agreement. I also explained that the written Decision would be a final and legally binding agreement between them.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant must remove the enclosure, in its entirety, that he installed on the balcony to his rental unit by November 22, 2021;
2. The Landlord will provide the Tenant, at no cost, with a replacement tumbler ("Tumbler") and a functioning key for that Tumbler to replace the existing tumbler for the entry door locking mechanism to the rental unit;
3. The Tenant must install the Tumbler into the door locking mechanism of the entry door to the rental unit within 7 days of the date that the Tenant actually receives the Tumbler and key from the Landlord;
4. The Landlord or his agents must not enter the rental unit for any purpose unless he or his agents have complied with the provisions of section 29 of the Act;
5. The Tenant withdraws his claim for reimbursement of the \$100 filing fee for this application;
6. The tenancy will continue until ended in accordance with the Act; and

7. The parties agree that fulfilment of these conditions will amount to full and complete satisfaction of the claims made by the Tenant in this application for dispute resolution.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes.

I hereby order that the 1 Month Notice to End Tenancy for Cause to be cancelled and of no force or effect.

The Tenant's claim for reimbursement of the \$100 filing fee for this application is dismissed without 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: October 26, 2021

Residential Tenancy Branch