



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP, LRE, LAT, OLC, 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;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenant served the landlord with the notice of hearing package in person. Both parties confirmed the tenant served the landlord with the submitted documentary evidence in person on October 13, 2021. Both parties also confirmed the landlord served the tenant with the submitted documentary evidence taped to the mailbox on October 18, 2021. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 71 of the Act.

At the outset, the tenant's application was clarified. The tenant's application requests an order to cancel a 1 month notice; an order for the landlord to make repairs; an order to suspend or set conditions on the landlord's right to enter; an order authorizing the tenant to change the locks; an order for the landlord to comply with the Act, Regulations or Tenancy Agreement and recovery of the filing fee. The tenant confirmed in his direct testimony that the request made were unrelated to the 1 month notice in dispute.

Pursuant to Rule 2.3, Unrelated Issues the tenant's requests for:

- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;

are dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period. Both parties confirmed their understanding.

The hearing shall proceed on the remaining two issues listed below.

#### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

Is the tenant entitled to recovery of the filing fee?

#### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Extensive discussion between both parties revealed that neither party submitting a copy of the 1 month notice in dispute. Discussion between both parties confirmed the following details of the 1 month notice.

On June 30, 2021, the landlord served the tenant with the 1 Month Notice dated June 30, 2021 by posting it to the rental unit door. The 1 Month Notice sets out an effective end of tenancy date of July 31, 2021 and that it was being given as:

- the tenant or 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;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The details of cause provided by the landlord in his direct testimony state that the tenant is fighting with the upstairs tenant regarding parking. The landlord stated that at least on 10 separate occasions there has been a dispute over parking between the two parties. The landlord stated that on 2 occasions the police were called. No action was taken by the police and both tenants were advised to not talk to each other.

The tenant disputes the landlord's evidence stating that there have been no disputes over parking, but that the issues are over garbage, washing his truck in the driveway and noise.

Extensive discussions with both parties were attempted to clarify the disputed issues that were listed on the 1 month notice without any success. Neither party could agree to the details of cause listed on the 1 month notice.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on January 31, 2022, by which time the tenants will have vacated the rental unit.

The landlord agreed to withdraw the 1 Month Notice to End Tenancy dated June 30, 2021.

The tenant agreed to cancel the application for dispute of the 1 month notice dated June 30, 2021.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on January 31, 2022. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: November 01, 2021

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Residential Tenancy Branch