



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1211656 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause.

The Tenant stated that the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on February 26, 2023 were sent to the Landlord, via registered mail, although she cannot recall the date of service.

The Owner stated that documents were sent to him by registered mail in February, however he was away and could not pick them up. The Agent for the Landlord stated that the Landlord has received a copy of the Application for Dispute Resolution from the Residential Tenancy Branch. The Owner stated that the Landlord is prepared to proceed with the hearing today.

The Agent for the Landlord stated that they were not provided with a copy of the Tenant's evidence. The Tenant's evidence is simply a copy of the One Month Notice to End Tenancy for Cause. As the Owner confirmed that he has a copy of the One Month Notice to End Tenancy for Cause, that document was accepted as evidence for these proceedings.

On March 14, 2023 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the

Tenant's door on March 14, 2023. The Tenant acknowledge receipt of this evidence and it was accepted as evidence for these proceedings.

On May 24, 2023 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the Tenant's door on May 24, 2023. The Tenant stated this evidence was not received. I find that this evidence was not served to the Tenant within the timelines established by the Residential Tenancy Branch Rules of Procedure and, as such, the evidence was not accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

Prior to discussing the terms of the tenancy and the merit of the One Month Notice to End Tenancy for Cause, the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will continue;
- The Tenant agrees to respect management rules;
- The Tenant agrees not to shut off any lights in common areas;
- The Tenant will pay rent on time;
- The Tenant will not argue with management about the rules; and
- The Tenant respects that the Agent for the Landlord acts as an agent for the Landlord.

This agreement was summarized for the parties on at least two occasions. The Tenant,

the Owner, and the Agent for the Landlord clearly indicated that they agreed to resolve this dispute under these terms.

The Tenant and the Owner acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

I find that the parties have mutually agreed to settle all issues in dispute at these proceedings in accordance with the aforementioned terms.

Conclusion

The parties have agreed to continue the tenancy in accordance with the aforementioned settlement agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Date: May 29, 2023

Residential Tenancy Branch