



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

A matter regarding ACTION PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **CNC**

### Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55.

The landlord and the tenant both attended the hearing. The tenant was accompanied by an advocate/support worker, MH.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure (“Rules”) and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an affirmation to tell the truth and they both confirmed that they were not recording the hearing.

### Preliminary Issue

As both parties were present, service of documents was confirmed. The landlord denied being served with the tenant’s Notice of Dispute Resolution Proceedings package. The landlord testified that on March 01, 2023, she was served with a copy of the tenant’s receipt indicating the tenant had paid for the application for dispute resolution. The landlord also acknowledges the tenant served her with a copy of a doctor’s note on March 8, 2023. It was only after contacting the Residential Tenancy Branch that a courtesy copy of the Notice of Dispute Resolution Proceedings was emailed to her.

The tenant testified that he served the receptionist at the landlord’s place of business with his documents however the tenant was unable to provide a date of service.

The tenant called a witness (HM) who accompanied him to the landlord's place of business to testify he saw the tenant serve the landlord with his documents. However, the witness was unable to verify what documents were served and the witness could not provide a date of service.

Section 59(3) of the Act states:

Except for an application referred to in subsection (6), a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the director.

Residential Tenancy Branch Rule 3.5 states:

**3.5 Proof of service required at the dispute resolution hearing**

At the hearing, the applicant must be prepared to demonstrate to the satisfaction of the arbitrator that each respondent was served with the Notice of Dispute Resolution Proceeding Package and all evidence as required by the Act and these Rules of Procedure.

As the tenant was unable to provide sufficient evidence to satisfy me the landlord was served with the Notice of Dispute Resolution Proceedings package, the tenant's application to dispute the landlord's notice to end tenancy was not properly before me. Despite this, the landlord was willing to engage in settlement discussions with the tenant.

Settlement Reached

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 the following resolution of their dispute with the following terms:

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on June 30, 2023, by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties will continue until the tenancy ends.
3. The parties will attend the rental unit at 1:00 p.m. on June 30, 2023, to conduct a move-out condition inspection report.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me and I make no determinations on whether the notice to end tenancy was valid.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is required to serve this Order of Possession upon the tenant and may enforce it as early as 1:00 p.m. on June 30, 2023, should the landlord be required to do so.

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: May 11, 2023

---

Residential Tenancy Branch