



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNC**

Introduction

This hearing was convened as a result of an application for dispute resolution (Application) made by the Tenant under the *Residential Tenancy Act* (the Act). The Tenant seeks:

- an order cancelling a One Month Notice for Cause dated January 30, 2023 (1 Month Notice) pursuant to section 47.

The Landlord's agent (EV), the Tenant and the Tenant's advocate (MB) attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* (RoP). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

MB stated the Tenant served the Notice of Dispute Resolution Proceeding (NDRP) on the Landlord by registered mail on February 10, 2023. MB provided the Canada Post tracking number for service of the NDRP. EV acknowledged the Landlord received the NDRP. As such, I find the NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

MB stated the Tenant served her evidence on the Landlord by registered mail on April 5, 2023. MB provided the Canada Post tracking number for service of the Tenant's evidence. EV acknowledged the Landlord received the Tenant's evidence. As such, I find the Tenant's evidence was served on the Landlord in accordance with the provisions of section 88 of the Act.

EV stated the Landlord served its evidence on the Tenant's door on May 23, 2023. MB acknowledged the Tenant received the Landlord's evidence. As such, I find the Landlord's evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 1 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant agrees to remove GL, the full name of whom appears on the Cover Page of this decision, from the rental unit by June 15, 2023; and
4. The Tenant and Landlord agree to coordinate the replacement of the lock to the rental unit at a time and date that must occur not later than June 15, 2023.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

I caution the Tenant that, despite this dispute being resolved with the Landlord, any failure to comply with the terms of this settlement, the tenancy agreement, or the provisions of the Residential Tenancy Act may result in dire consequences for her in the future. I encourage the Tenant to have better lines of communication with the Landlord and try to resolve problems regarding the tenancy before the Landlord feels that the drastic step of serving a notice to end tenancy on her is the only recourse left to it.

Conclusion

As the parties have reached a full and final settlement of the Tenant's claims set out in the Application, I make no factual findings about the merits of the Application.

I order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect. The Tenancy will continue until it is lawfully ended pursuant to the provisions of the *Residential Tenancy Act*.

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 26, 2023

Residential Tenancy Branch