



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OLC, LRE

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for an order directing the landlord to comply with the *Act* and to set conditions on the landlord's right to enter the rental unit.

Both parties attended the hearing and had opportunity to be heard. The tenant agreed to having received the evidence of the landlord. The only evidence filed by the tenant was the notice to end tenancy which the landlord denied having received.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to an order directing the landlord to comply with the *Act* and to set conditions on the landlord's right to enter the rental unit?

Background and Evidence

The tenancy began in 2011. The landlord stated that they were unable to locate a copy of the original tenancy agreement. On January 23, 2023, the landlord served the tenant with a one-month notice to end tenancy for cause with an effective date of February 28, 2023.

The tenant made application to cancel the notice on February 07 which was one late. However, the parties were open to settle their dispute and accordingly, the reasons for the notice were discussed at length.

During this discussion, the parties turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. The landlord agreed to allow the tenancy to continue on the following terms:

- The tenant agreed to declutter the rental unit and ensure it was no longer a fire hazard. The tenant agreed to accomplish this task by July 05, 2023.
- The tenant agreed not to use the garbage disposal units of the rental property for disposal of items.
- The tenant agreed to allow the landlord to inspect the unit on July 06, 2023, at 10:00am. The tenant acknowledged that she was aware that the outcome of the inspection would determine whether the tenancy would continue or end.
- The landlord agreed to cancel the notice to end tenancy dated January 28, 2023, and extend the tenancy to July 06, 2023
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

The tenant would be wise to abide with the terms of this agreement. I find it timely to put the tenant on notice that, if in the future another notice to end tenancy is issued, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue on the terms agreed to by both parties.

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: June 05, 2023

Residential Tenancy Branch