



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding WILLIAM YEN & ASSOCIATES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC-MT, FFT**

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;
- Leave to have the application heard after the time to dispute the notice to end tenancy has passed pursuant to section 66;
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both parties attended the hearing. As both parties were present, service was confirmed. The parties each confirmed receipt of the application and evidence. Based on the testimonies I find that each party was served with these materials as required under RTA sections 88 and 89.

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.

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 tenant will, at her own expense, have her lock re-keyed to allow the landlord's master key to access her unit.
2. If the lock cannot be re-keyed, the tenant will pay to have the lock replaced with another lock that the landlord's master key can access.
3. There is no requirement for the tenant to provide a "spare key" to the landlord if the landlord's master key can open the lock.
4. The landlord will choose the locksmith and arrange for a date and time for the locksmith perform the work.
5. The landlord will provide the tenant with notice of the work being done.
6. The notice to end tenancy for cause is cancelled and of no further force or effect.

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.

The decision to order payment of the filing fee is discretionary upon the arbitrator and since this matter was settled by agreement, I decline to order that the filing fee be recovered.

Conclusion

This dispute is settled in the terms recorded above.

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 29, 2023

Residential Tenancy Branch