



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Taryn Court Apartments Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

his hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath. During the hearing the Parties settled the dispute and reached an agreement to continue the tenancy.

### Agreed Facts

On January 25, 2015 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”). The reason for the Notice is that the Tenant breached a material term of the tenancy agreement.

### Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute and the following records this settlement as a decision:

**The Parties mutually agree as follows:**

- 1. The Tenant will obtain tenant's insurance;**
- 2. The Tenant will remove the bamboo along the fence and the coat rack from the common room;**
- 3. The Landlord will allow the Tenant to keep a storage shelf and existing strawberry plants in the common area;**
- 4. The tenancy will continue; and**
- 5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Conclusion

The dispute has been settled as set out in the agreement 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: February 23, 2015

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Residential Tenancy Branch

