



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding YIN WAN ENTERPRISES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

CNL MNDC OLC FF

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, dated January 30, 2017 (the "Application"). The Tenants applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a notice to end tenancy;
- an order for money owed or compensation for damage or loss;
- an order that the Landlords comply with the *Act*, Regulations or a tenancy agreement; and
- an order granting recovery of the filing fee.

The Landlord M.Y. attended the hearing and was assisted by S.S. Both attended the hearing as agents of the corporate Landlord. The Tenant attended the hearing on his own behalf. All parties giving oral testimony provided a solemn affirmation.

### Preliminary and Procedural Matters

The parties agreed the Tenants' Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Landlords by leaving a copy at the corporate Landlord's office. The corporate Landlord's agents acknowledged receipt on February 20, 2017, one week before the hearing. The parties also agreed the Landlords' documentary evidence was served on the Tenants in person on February 21, 2017. In addition, it was noted that the particulars of the Tenants' monetary claim was not set out clearly in accordance with section 59(2) of the *Act*, and that neither party served their documentary evidence on time in accordance with Residential Tenancy Branch Rule of Procedure 3. As neither party had fully complied with the *Act* and the Residential Tenancy Branch Rules of Procedure, and neither party wanted the tenancy to end, the parties agreed to resolve the dispute as set out below.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Landlords agree to withdraw the Notice to End Tenancy, dated January 30, 2017;
2. The parties agree the tenancy will continue until otherwise ended in accordance with the *Act*;
3. The parties agree their respective rights and obligations, including the payment of rent, will continue in accordance with the *Act*;
4. Although the Tenants withdraw the Application, the parties agree the Tenants are at liberty to apply for the monetary and other relief sought at a later date and in accordance with the *Act*.

This settlement agreement was reached in accordance with section 63 of the *Act*. As the dispute was resolved through negotiation, I decline to award recovery of the filing fee.

### Conclusion

Pursuant to the agreement between the parties, the Tenant remains at liberty to apply for the monetary and other relief sought at a later date, in accordance with the *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: February 27, 2017

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Residential Tenancy Branch