



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNR, FFT

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* ("the *Act*") for an order as follows:

- to cancel a 10 Day Notice to End Tenancy ("the Notice") pursuant to section 46 (4) of the *Act*.
- repayment of the application fee by the landlord pursuant to section 72 (1) of the *Act*

The Notice is dated May 1, 2018, and was served on the tenant via posting on the tenant's door on May 1st. The tenant admits to receiving the Notice on May 2, 2018. The tenant made his Application for Dispute Resolution on May 3, 2018, 1 day after receiving the Notice.

Both the tenant and the landlord's agents appeared at the hearing. All parties present were given a full opportunity to be heard, to present their affirmed testimony and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to an Order to cancel the landlord's 10 Day Notice to End Tenancy, pursuant to Section 46 (4) of the *Act*?

Is the tenant entitled to recover his filing fee pursuant to section 72 (1) of the *Act*?

Analysis

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, reached a settlement of their dispute.

The landlord's agent withdrew the Notice and, agreed to repay the \$100.00 filing fee to the tenant by way of cheque. The tenant agreed to this resolution of his application.

The two terms as set out above constitute the full and final settlement of all aspects of this dispute for both parties. The parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of their dispute.

Conclusion

The landlord's Notice to End Tenancy for Unpaid Rent dated May 1, 2018, was withdrawn on consent of the parties. The landlord has agreed to repay the \$100.00 filing fee to the tenant by way of a cheque and is hereby ordered to do so within 30 days of the date of this decision.

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 6, 2018

Residential Tenancy Branch