



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, OLC, AS, FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant has applied to cancel a 1 Month Notice to End Tenancy for Cause dated October 12, 2018 ("1 Month Notice"), to dispute an additional rent increase, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for permission to sublet or assign the rental unit, and to recover the cost of the filing fee.

The tenant and landlord SH ("landlord") attended the teleconference hearing. I introduced myself and the participants and an opportunity to ask questions was given to both parties. The parties provided affirmed testimony. Neither party raised concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

At the outset of the hearing, the parties agreed that one of the landlord respondents was incorrectly named and pursuant to section 64(3) of the Act the female landlord was correctly named, ZH, as a respondent landlord.

In addition, the parties provided their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree to mutually withdraw the 1 Month Notice dated October 12, 2018.
2. The parties agree that a new tenancy agreement was formed between the parties effective November 1, 2018.
3. The tenant withdraws this application in full as part of this mutually settled agreement.
4. The parties agree that the tenancy shall continue until ended in accordance with the *Act*.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

I do not grant the filing fee as this matter was resolved by way of a mutually settled agreement during the hearing.

Conclusion

This matter was resolved by way of a mutually settled agreement.

I order the parties to comply with their settlement agreement described above.

The tenancy shall continue until ended in accordance with the *Act*.

The filing fee is not granted as indicated above.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: December 4, 2018

Residential Tenancy Branch