



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GUJRAL GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC DRI FFT OLC RP**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order to dispute a rental increase pursuant to section 43;
- An order requiring the landlord to comply with the *Act*, regulations, and/or tenancy agreement pursuant to section 62;
- An order requiring the landlord to carry out repairs pursuant to section 33;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant AD appeared on behalf of both tenants, explaining that the second named tenant is her young daughter (“the tenant”). DG attended as agent for the landlord (“the landlord”).

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the 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 agreed as follows:

1. The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement between them and will end on September 30, 2019 at 1:00 PM at which time the tenant and all occupants will have vacated the unit;
2. The tenant's claims are dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession which must be served upon the tenant, should the tenant fail to vacate the unit by 1:00 PM on September 1, 2019.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application. Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession which must be served upon the tenant, should the tenant fail to vacate the unit by 1:00 PM on September 1, 2019.

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: August 29, 2019

Residential Tenancy Branch