



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC RP

### 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 1 Month Notice to End Tenancy given for Cause (“1 Month Notice”) pursuant to section 47 *Act*; and
- an order for repairs to be made to the rental unit pursuant to section 33 of the *Act*.

The tenant, her advocate and the landlord attended the hearing. All parties present were given a full opportunity to be heard, to present their testimony and to make sworn submissions.

The tenant acknowledged receipt of the landlord’s 1 Month Notice to End Tenancy after it was posted on her door. The tenant is found to have been duly served with this Notice in accordance with the *Act*.

Both the landlord and tenant acknowledged receipt of each other’s evidentiary packages and the landlord confirmed receipt of the tenant’s application for dispute resolution. All parties are found to have been duly served with all applicable documents.

### 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 achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed to withdraw the 1 Month Notice to End Tenancy dated November 4, 2019.
2. The tenant agreed to pay the landlord a security deposit of \$425.00 by February 7, 2020 which is to be held in trust for the duration of the tenancy.
3. The landlord will be issued a monetary award of \$425.00 representing only the value of the security deposit.
4. The landlord agreed to receive this security deposit via email at the address ar@ascentpm.com
5. The landlord agreed to attend the tenant's rental unit by February 28, 2020 to address the tenant's concerns related to the wall and fridge.

These particulars comprise the full and final settlement of all aspects of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

The 1 Month Notice to End Tenancy dated November 4, 2019 is withdrawn by the landlord and is of no force or effect.

The tenant agrees to pay the landlord a security deposit of \$425.00 for which the accompanying monetary order is to reflect.

The landlord agrees to attend the tenant's rental unit by February 28, 2020 to address all repair issues discussed related to the fridge and wall.

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: January 23, 2020

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Residential Tenancy Branch