



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHOU MAPLE RIDGE DEVELOPMENT LTD.
and GAMMON INTERNATIONAL REAL ESTATE CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDCT, AAT, PSF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a 10 Day Notice to End Tenancy dated December 16, 2019 ("10 Day Notice").

The Tenant and an agent for the Landlord, E.L. (the "Agent"), appeared at the teleconference hearing. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision

Neither Party raised any concerns about the service of the Application for Dispute Resolution or the documentary evidence.

Preliminary and Procedural Matters

The Parties confirmed their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any orders sent to the appropriate Party.

During the hearing, I advised the Parties that Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance, the Tenant indicated several matters of dispute on the Application, the most urgent of which was the application to set aside a 10 Day Notice. I find that not all the claims on the Application are sufficiently related to be determined during this proceeding. I, therefore, advised the Parties that I would only consider the Tenant's request to set aside the 10 Day Notice at this proceeding. Therefore, the Tenant's other claims are dismissed, with leave to re-apply.

Settlement Agreement

During the hearing, the Parties agreed to settle this matter on the following conditions:

1. The Parties agree to mutually withdraw the 10 Day Notice dated December 16, 2019.
2. The Tenant agrees to withdraw his Application to cancel the 10 Day Notice in full as part of this mutually agreed settlement.
3. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
4. The Parties agree that they entered into this agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the 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 this matter.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent dated December 16, 2019 is cancelled and is of no force or effect.

I order the Parties to comply with their Settlement Agreement described above.

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

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: February 21, 2020

Residential Tenancy Branch