



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFT, CNC, OLC, MNDCT, LRE, PSF, RR, RP**

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- Authorization to recover the filing fee for this application from the landlord pursuant to section 72;
- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to section 47;
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62;
- A monetary order for damages or compensation pursuant to section 67;
- An order to suspend a landlord's right to enter the rental unit pursuant to section 70;
- An order to provide services or facilities required by a tenancy agreement or law pursuant to section 62;
- An order to reduce rent for repairs/services/facilities agreed upon but not provided pursuant to section 65; and
- An order for regular repairs pursuant to sections 32 and 62.

Both the tenant and the landlord attended the hearing. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

### Preliminary Issue – Unrelated Issues

Rules 2.3 and 6.2 of the Residential Tenancy Branch Rules of Procedure ("Rules") allow an arbitrator to consider whether issues are related and if they would be heard at the same time. I determined the issue of whether to cancel the landlord's one month notice

to end tenancy for cause was unrelated to the tenants' other issues and dismissed them with leave to reapply at the commencement of the hearing.

#### Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 parties agree that should the city come to clean the residential property, the tenant agrees that he will pay to the landlord the full amount charged to the landlord by the city, including any fines that may have been levied by the city.
2. Should either party fail in their obligations, the other party retains the right to file for dispute resolution with the *Residential Tenancy Branch*.
3. The parties agree that the tenancy will continue with the rights and obligations of the parties continuing until the tenancy shall end.
4. The One Month Notice To End Tenancy for Cause issued on February 29, 2020 is cancelled and of no further force or effect.

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.

The recovery of the filing fee is discretionary upon the arbitrator and pursuant to section 72 of the *Act*, the filing fee will not be recovered by the tenant.

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: April 17, 2020