



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES
LTD. and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on May 8, 2020. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a One Month Notice to End Tenancy for Cause (the "One Month Notice");

The Landlord's Agent and the Tenant both attended the hearing. All parties provided affirmed testimony.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties made an agreement with respect to the Notice to End Tenancy that the Landlord issued. This agreement is outlined below.

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.

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:

- All Notices to End Tenancy issued by the Landlord are withdrawn and of no force or effect.
- The Tenant will remain in the rental unit and the tenancy will continue.
- The Landlord is at liberty to issue a new Notice to End Tenancy, should issues arise or escalate further. However, both parties have agreed to set aside this Notice (from February 26, 2020), work together on any future issues, and do their best to continue the tenancy in a mutually acceptable way.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of the Notices to End Tenancy.

Since this resolution came to fruition by mutual consent and settlement, I have not made any findings on the merits of the Notice issued. As such, I decline to award the recovery of the filing fee, pursuant to section 72 of the Act.

Conclusion

The Notice to End Tenancy is withdrawn by mutual consent, and they are of no force or effect.

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: May 08, 2020

Residential Tenancy Branch