



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON-MAX REALTY AND PROPERTY MANAGEMENT,
and TU YAHONG Landlord(s),
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FFL

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 requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

WL and SA attended as property managers for the landlord TY (“the landlord”) and corrected the description of the respondent landlord. YT, RB and PT attended on behalf of all tenants (“the tenant”).

The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

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 tenants agreed they will not smoke in the unit or on the unit's balcony;
2. The landlord will reimburse the tenants for the \$100.00 filing fee which the tenants may deduct from rent on a one-time basis only;
3. The landlord withdrew the One Month Notice and the tenancy shall continue until ended in accordance with the tenancy agreement and the Act.

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.

Conclusion

All matters between these parties raised in this application are resolved pursuant to the above agreed terms.

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 14, 2020

Residential Tenancy Branch