



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

The tenant filed an Application for Dispute Resolution on August 3, 2020 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”). The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “*Act*”) on September 10, 2020.

In the conference call hearing I explained the process and offered each party the opportunity to ask questions. The representative for the tenant and the landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing.

The landlord confirmed receipt of the Notice of Dispute Resolution, and both parties acknowledged receipt of the other’s prepared evidence.

Issue(s) to be Decided

Is the tenant entitled to an order that the landlord cancel or withdraw the One-Month Notice?

If unsuccessful in this Application, are the landlords entitled to an Order of Possession of the rental unit?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

Both parties agreed that there is a tenancy agreement in place, signed when presented to the tenant on May 4, 2020. The rent amount is \$2,450.00, payable on the 15th of each month. The tenant paid a security deposit of \$1,250.00. A separate page is titled 'Addendum' and both parties signed this on May 5, 2020.

The landlord issued the One-Month Notice on July 30, 2020, with the date for the tenant to move out on August 31, 2020. The landlords provided reasons for their issuance of the document; these concern a matter of flooding that occurred on July 21, 2020 causing damage. Both parties in the hearing confirmed these details.

Settlement Agreement

The representative for the tenant announced that the parties came to a settlement in advance of the hearing. They submitted a Settlement Agreement and Mutual Release dated and signed by the landlord and tenant jointly on September 8, 2020.

The agreement provides that the landlord "will withdraw the Notice to End Tenancy issued to the Tenant on July 30, 2020." The landlord confirmed this detail in the hearing.

In the hearing, the landlord and tenant representative agreed that this amounts to a cancellation of the One-Month Notice. They confirmed that this agreement is made on a voluntary basis and with the understanding of the nature of this full and final settlement of this matter.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as the tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Given the parties reached an agreement in this matter, I do not make an award for the recovery of the Application filing fee.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes.

The One-Month Notice issued July 30, 2020 is cancelled and the tenancy remains in full force and 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 *Act*.

Dated: September 10, 2020

Residential Tenancy Branch