



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

DECISION/ORDER AMENDED PURSUANT TO SECTION 78(1)(A) OF THE RESIDENTIAL TENANCY ACT ON **OCTOBER 1, 2020** AT THE PLACES INDICATED IN **BOLD** ON **PAGES 2**.

## **DECISION**

Dispute Codes      OLC, CNC, FFT

### **Introduction**

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

- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47; and
- authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant was represented by counsel.

As both parties were present service was confirmed. The parties each testified that they received the materials. Based on the testimonies I find each party duly served with the respective materials in accordance with sections 88 and 89 of the Act.

### **Analysis**

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. 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 the 1 Month Notice of July 26, 2020 is cancelled and of no further force or effect. This tenancy continues until ended in accordance with the Act.
2. The parties agree that the tenant will pay the landlord the amount of ~~\$468.00~~ ~~\$460.00~~ **\$468.00, comprised of a pet damage deposit of \$400.00 to be held in trust by the landlord, a payment of \$118.00 for damages to the rental unit, less \$50.00 half of the filing fee for this application (\$400.00 + \$118.00 - \$50.00=\$468.00)**, comprised of a pet damage deposit of ~~\$400.00 to be held in trust by the landlord and a payment of \$68.00~~ ~~\$60.00 for damages~~, by 5:00pm on September 14, 2020.
3. The parties agree that they will abide by the Act, regulations and tenancy agreement, specifically the provisions pertaining to quiet enjoyment and unreasonable noise and occupants and guests.
4. This settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

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.

### **Conclusion**

The parties agree to the terms of the settlement agreement as set out above.

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: September 11, 2020

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Residential Tenancy Branch