



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WERNER PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OLC, CNC-MT, MNDL-S, MNRL-S, FFL

### Introduction

This hearing dealt with cross-applications filed by the parties. On August 9, 2020, the Tenant made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent pursuant to Section 46 of the *Residential Tenancy Act* (the “*Act*”) and seeking an Order to comply pursuant to Section 62 of the *Act*.

On September 1, 2020, the Tenant made an Amendment seeking to cancel a One Month Notice to End Tenancy for Cause (the “*Notice*”) pursuant to Section 47 of the *Act* and seeking more time to cancel the Notice pursuant to Section 66 of the *Act*.

The Tenant’s Application was originally set down for a hearing on September 18, 2020 at 9:30 AM but was subsequently adjourned for reasons set forth in the Interim Decision dated September 20, 2020. This Application was then set down for a reconvened hearing on November 20, 2020 at 9:30 AM. This reconvened hearing required being adjourned again, and as the Landlord also had a separate Application for Dispute Resolution seeking compensation pursuant to the *Act*, the two files were scheduled to be heard as a cross-application. These Applications were subsequently adjourned for reasons described in the Interim Decision dated November 23, 2020, and were set down for a final, reconvened hearing on December 8, 2020 at 1:30 PM.

On August 20, 2020, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking to apply the security deposit towards this debt pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the final, reconvened hearing, with G.A. attending as her advocate. D.M. attended the final, reconvened hearing as an agent for the Landlord.

D.M. advised that a settlement had been reached between the parties. As such, the Landlord wished to withdraw the Application in full and wished to have the Notice of August 12, 2020 cancelled. The Tenant had no opposition to this and advised that she wished to withdraw her Application as well.

#### Preliminary and Procedural Matters

I find that the Tenant's request to withdraw the Application in full does not prejudice the Landlord, who wanted the Notice cancelled at the hearing. Therefore, the Tenant's request to withdraw the Application in full was granted. The Notice of August 12, 2020 is cancelled and of no force or effect.

Furthermore, I find that the Landlord's request to withdraw the Application in full does not prejudice the Tenant. Therefore, the Landlord's request to withdraw the Application in full was granted.

#### Conclusion

The Landlord's One Month Notice to End Tenancy for Cause of August 12, 2020 is cancelled and of no force or effect.

The Tenant has withdrawn her Application in full.

The Landlord has withdrawn their Application in full.

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: December 8, 2020

---

Residential Tenancy Branch