



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nest Property Management & Real Estate
Services and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on December 03, 2020 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated November 25, 2020 (the "Notice").

The Tenant appeared at the hearing with the Advocate. The Agent for the Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Tenant submitted evidence prior to the hearing. The Landlord did not. I addressed service of the hearing package and Tenant's evidence and no issues arose.

A written tenancy agreement was submitted as evidence and there was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

The Agent indicated that the Landlord was not seeking to uphold the Notice. I explained the options for dealing with the Application to the parties. One of the options provided was settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine. If they chose to discuss settlement and did not come to an agreement that was fine. If they did come to an agreement, I would write out the agreement in my written decision which would become a final and legally binding agreement which the parties could not change their mind about later.

The parties agreed to deal with this matter through settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues raised in the Application had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

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: February 02, 2021

Residential Tenancy Branch