



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ARAGON DEVELOPMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

On August 4, 2021, the Tenants made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenants attended the hearing, with J.A. attending as their advocate. D.D. and M.J. attended the hearing as agents for the Landlord and V.R. attended the hearing as counsel for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance, with the exception of V.R., provided a solemn affirmation.

Service of documents was determined, and an adjournment request was made; however, the parties turned their minds to settlement discussions.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would

make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The One Month Notice to End Tenancy for Cause of July 27, 2021 is cancelled and of no force or effect.
2. The Tenants agreed to comply with all current bylaws, and any new bylaws that may be enacted.
3. The Tenants, and two agents of the Landlord (M.J. and P.J.), will attempt as best as possible to avoid any interaction.
4. Any necessary communication between the Landlord and the Tenants shall be through D.D., an agent for the Landlord.
5. M.J. and P.J. are still permitted to serve documents to the Tenants in any manner in accordance with the *Act*; however, they will attempt as best as possible to avoid personal service.
6. Both parties agreed to split the \$100.00 filing fee. The Tenants are permitted to withhold **\$50.00** from the next month's rent in satisfaction of this debt.
7. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute with respect to the Notice.
8. Both parties agreed that they will attempt to move forward in an amicable manner to ensure a successful tenancy.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the

settlement agreement, based on the above, the One Month Notice to End Tenancy for Cause of July 27, 2021 is cancelled and of no force or effect.

In addition, the Tenants are permitted to withhold **\$50.00** from the next month's rent to recover half of the filing fee as per 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: December 9, 2021

Residential Tenancy Branch