



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, LRE, OLC, FFT, CNC**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenant attended with the lawyer IM (“the tenant”). The landlord attended. All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

At the outset, the parties agreed there was one tenant and the proceedings are accordingly amended throughout as corrected.

The parties testified they were not recording the hearing.

The parties provided their email addresses to which the Decision shall be sent.

At the outset, the Arbitrator explained that the hearing was scheduled for 60 minutes. Nevertheless, the hearing went over the allotted time and lasted an additional 37 minutes for a total hearing time of 97 minutes.

The parties agreed the landlord had not issued a 10 Day Notice and the application to cancel the Notice was withdrawn without leave to reapply.

Settlement

Before the conclusion of the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The parties agreed that they shall henceforth communicate with each other by email at the email addresses customarily used by them; each party shall respond to the email of the other within 48 hours of the sending.
2. The tenant agreed to keep all the tenant's potted plants on drainage trays on the driveway only.
3. The landlord withdrew the One Month Notice dated August 31, 2021.
4. The tenancy shall continue subject to the terms of the tenancy agreement, the *Act* and this Agreement.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing.

The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution for settled on the above terms of settlement.

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: January 18, 2022

Residential Tenancy Branch