



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1333076 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL-4M

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 4 Month Notice to End Tenancy for Conversion of a Rental Unit dated December 1, 2021 (4 Month Notice).

The tenant, an advocate for the tenant, HB (advocate), and an agent for the landlord, EN (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. The parties were also given the opportunity to ask questions.

The agent confirmed that they were served with the application and documentary evidence and that they had the opportunity to review that evidence prior to the hearing. The agent also confirmed that they did not submit any documentary evidence on the tenant. As a result, I find the landlord was served in accordance with the Act.

### Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

### Background and Evidence

There is no dispute that the tenancy began 23 years ago on February 7, 1998. The tenant paid a security deposit of \$150.00 at that time, which would be entitled to interest under the Act.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the 4 Month Notice is withdrawn in full and has no effect.
2. The parties agree that the tenancy will continue until ended in accordance with the Act.
3. The parties agree that the monthly rent is now \$800.00 per month and is due on the first day of each month.
4. The parties agree that tenant will pay **\$300.00 for rent for April 2022 only** and **as of May 2022 the rent will become \$800.00 per month.**

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

As the filing fee was already waived, it is not granted.

### Conclusion

I order the parties to comply with the terms of this settled agreement in accordance with section 63 of the Act. The parties confirmed that they understood that this mutually settled agreement was enforceable under the Act. The parties also confirmed that they were not being forced or pressured into freely agreeing to this mutually settled agreement.

This decision will be emailed to the parties as described above.

The tenancy shall continue until ended in accordance with the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 21, 2022

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Residential Tenancy Branch