



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNE, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for:

An order to cancel a notice to end tenancy for end of employment, pursuant to sections 48 and 55; and

Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended the hearing, and the landlord was represented at the hearing by an agent, JY. The landlord's agent confirmed he had the authority to settle the claim on behalf of the landlord.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Settlement Reached

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The 1 Month Notice to End Tenancy for Cause is cancelled and of no further force or effect.
2. The tenancy shall continue until it is ended in accordance with the Act.
3. The Rights and responsibilities of the parties continue until the tenancy ends.
4. The Landlord will provide 24 hours written notice of inspection to determine scope of repairs to be done to the rental unit. Notice may be given to tenant via email; the email address provided on the Notice of Dispute Resolution Proceedings.
5. Following the inspection, the landlord will provide the tenant with the dates for the repairs to be done. The landlord will give the tenant at least one month's notice of the dates for the repairs.
6. The landlord will ensure the rental unit is returned to the tenant reasonably clean and undamaged after the repairs.
7. During the period that reconstruction is taking place, the tenant does not need to pay rent. The tenant will only pay pro-rated rent for the days she occupies the rental unit.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the Act, the filing fee will not be recovered.

Conclusion

The notice to end tenancy is cancelled and of no further force or effect.

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: March 08, 2022

Residential Tenancy Branch