



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, OLC, FFT**

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 requiring the landlord to comply with the *Act* pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

RW attended as agent for the landlord (“the landlord”). IT attended on behalf of both tenants (“the tenant”).

The parties confirmed the email addresses to which the Decision would be sent.

Preliminary Issue: Settlement

At the outset, the parties stated they had 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. This settlement agreement was reached in accordance with section 63.

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- 1) The One Month Notice is withdrawn, and the tenancy shall continue; the tenant's application to cancel the One Month Notice is accordingly dismissed without leave to reapply.
- 2) The landlord agreed to compensate the tenant \$153.00 for the filing fee and other expenses; the tenant may deduct this amount from rent on a one-time basis.
- 3) The tenant's application under section 62 is dismissed with leave to reapply.

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.

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

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

Based on the above, I find that all matters between these parties.

Conclusion

The Application for Dispute Resolution is settled on the above terms.

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: April 22, 2022

Residential Tenancy Branch