



# 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 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 1 Month Notice to End Tenancy for Cause dated December 30, 2021 (1 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement and to recover the cost of the filing fee.

The tenant and the landlord 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. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any issues regarding the service of documents.

### 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.

Settlement Agreement

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

1. The parties agree that the 1 Month Notice is withdrawn in full and is of no force or effect.
2. The parties agree that the tenant will remain in the rental unit and that the tenancy survives the sale of the home.
3. The parties understand and agree that this mutually settled agreement is final and binding.

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 this matter was resolved by way of a mutual agreement, I exercise my discretion pursuant to section 72 of the Act not to grant the filing fee.

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 filing fee is not granted as stated above.

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: April 7, 2022

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Residential Tenancy Branch