



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

Introduction

This hearing was convened by way of conference call in response to an application for dispute resolution filed by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) The Tenant applied for the following:

- an order cancelling a One Month Notice to End Tenancy for Cause dated January 5, 2022 (“1 Month Notice”); and
- authorization to recover the application fee of the Tenant’s application from the Landlord.

Two agents for the Landlord (“KM” and “EM”) and the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant testified she served the Notice of Dispute Resolution Proceeding and her evidence (“NDRP Package”) on the Landlord by registered mail on January 27, 2022. The Tenant provided the Canada Post tracking number for service of the NDRP Package on the Landlord. I find that Landlord was served with the NDRP Package pursuant to the provisions of section 89 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of the Tenant's dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 1 Month Notice;
2. The Tenant agrees to withdraw her application;
3. The Tenant agrees to comply with the terms of the tenancy agreement between the parties and, without limiting the generality of the foregoing, to comply with paragraph 24 in respect of not smoking on the grounds of the residential property or any common area inside the building.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Tenant's Application.

Conclusion

As the parties have reached a full and final settlement of all the claims made in the Tenant's Application, I make no factual findings about the merits of the Tenant's Application.

I hereby order the 1 Month Notice to be cancelled and of no 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: April 11, 2022

Residential Tenancy Branch