



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT, CNC

### Introduction

The Tenants apply to cancel a One-Month Notice to End Tenancy signed March 14, 2022 (the “One-Month Notice”) pursuant to s. 47 of the *Residential Tenancy Act* (the “Act”). The Tenants also seek the return of their filing fee.

G.J. appeared as the Tenants agents. K.J. and H.J. appeared as the Tenants. F.S. appeared as the Landlord’s agent and is the property manager.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

### Parties Settlement

Pursuant to section 63 of the *Act*, I 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.

At the outset of the hearing, the Landlord’s agent advised that the Landlord would be withdrawing the One-Month Notice as the issue that led to it being served on the Tenants has since abated. I advised that on the face of the withdrawal and the Tenants claims, the One-Month Notice will be of no force or effect and the tenancy would continue until ended in accordance with the *Act*. The Landlord’s agent confirmed that the One-Month Notice would be withdrawn. The Tenant’s claim under s. 47 is, therefore, moot.

Based on the Landlord's withdrawal of the One-Month Notice, I find that it is of no force or effect. The tenancy shall continue until ended in accordance with the *Act*.

As the Tenants' application was not contested and the Landlord voluntarily withdrew the One-Month Notice, I find that they are not entitled to the return of their filing. Their claim for the return of their filing fee under s. 72 of the *Act* is dismissed without leave to reapply.

I make no findings of fact or law with respect to the substantive aspects raised by the One-Month Notice. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: May 19, 2022

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Residential Tenancy Branch