



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On February 14, 2022, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and K.H. attended the hearing as an agent for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties in attendance provided a solemn affirmation.

Service of documents was discussed; however, the parties eventually settled the matter.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy originally started on June 1, 2009, that rent was currently established at an amount of \$670.00 per month, and that it was due on the first day of each month. A security deposit of \$150.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

As a note, K.H. advised that a rent increase was implemented, but she was unaware of the specific details of this document. As this was not submitted as documentary evidence, it was not possible to make any determination on the legitimacy or accuracy of the validity of the rent increase. However, if the service and timing of the rent increase was correct, it did appear as if the calculation for the increased amount of rent was incorrect. If this is the case, the parties should correct this deficiency in accordance with the *Act*.

Submissions were made with respect to the Notice to end tenancy; however, the parties engaged in settlement discussions.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The One Month Notice to End Tenancy for Cause of February 2, 2022 is cancelled and of no force or effect.
2. Rent must continue to be paid in full, and on time, as per the terms of the tenancy agreement.

3. Should the Tenant breach condition two of this agreement at any point after this settlement Decision, he stated that he will give up vacant possession of the rental unit immediately.
4. Given that there were already at least three instances of late payment of rent, should the Tenant not comply with conditions two and three of this settlement agreement, the Landlord may serve another One Month Notice to End Tenancy for Cause for repeated late payment of rent.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause of February 2, 2022 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: May 31, 2022

Residential Tenancy Branch