



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT, CNL-4M

Introduction

The Tenants file an application seeking the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 49 cancelling a Four-Month Notice to End Tenancy signed on April 18, 2022 (the “Four-Month Notice”);
- an order pursuant to s. 62 that the Landlord comply with the *Act*, Regulations, and/or the tenancy agreement; and
- return of their filing fee pursuant to s. 72.

G.R. and A.R. appeared as the Tenants. The Tenants were joined by their daughter E.R.. G.S. appeared as the Landlord and was joined by L.L. as his agent and translator. L.L. certified she was able to translate Mandarin to English and vice versa on behalf of the Landlord.

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.

During the hearing, the Landlord’s agent advised that the Landlord had withdrawn the Four-Month Notice on June 26, 2022. The Tenants expressed some concerns about

whether the Four-Month Notice was effective or not based on the voluntary withdrawal. To alleviate the Tenants' concerns, I proposed that the parties enter into a settlement agreement such that the terms be recorded that the Four-Month Notice is no longer in effect. The Tenants and Landlord confirmed this was acceptable.

Accordingly, both parties agreed to the following settlement on all issues in dispute in this application:

- 1) The Landlords agree to withdraw the Four-Month Notice, which is of no force or effect. The tenancy shall continue until it is ended in accordance with the *Act*.

I confirmed the single term of the settlement with the Landlord and the Tenants. Both parties confirmed having understood the agreement.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenants shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

I make no findings of fact or law with respect to this dispute. 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: September 16, 2022

Residential Tenancy Branch