



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing and were each given full opportunity under oath to be heard, to present evidence and to make submissions.

During the hearing the Parties reached a settlement agreement. The Parties conducted a final review for accuracy of the terms of the mutual agreement reached by Parties during the hearing. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of the full and final settlement of these matters.

Preliminary and other Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the monetary claim is not related to the matter of whether the tenancy will end, I dismiss the claim with leave to reapply.

The person appearing as a support person for the Landlord interrupted the proceedings several times, was warned not to continue and yet continued until a few minutes before

the hearing ended. After the last interruption the Arbitrator asked the support person to leave the hearing due to their continued behavior and they complied by disconnecting their call into the hearing.

Agreed Facts

The tenancy began in 2001. Rent of \$1,540.00 is payable monthly. At the outset of the tenancy, the Landlord collected a security deposit of \$625.00. The Landlord gave the Tenant a one month notice to end tenancy for cause dated June 2, 2022. The Parties had held a prior hearing dealing with the same facts as those that were relied upon for the Notice.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Landlord withdraws the Notice, and the tenancy continues;**
- 2. As of January 1, 2021 the Tenant will pay monthly rent of \$1,570.00; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(1) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I order that the Notice is cancelled, and the tenancy continues.

Conclusion

The Parties have settled the dispute and the tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 24, 2022

Residential Tenancy Branch