



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding BROWN BROS. AGENCIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction and Preliminary Matters

On October 20, 2022, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”).

The Tenant attended the hearing, and C.S. attended the hearing as an agent for the Landlord. C.S. advised of the correct name of the Landlord, and the Style of Cause on the first page of this Decision has been amended to reflect this change.

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. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package and documentary evidence was discussed, and there were no issues concerning service. After submissions were made by the parties on the reason for service of the One Month Notice to End Tenancy for Cause, they turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision.

Settlement Agreement

The parties raised the possibility of settlement 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 reached the following full and final settlement agreement during the hearing:

1. The One Month Notice to End Tenancy for Cause dated October 13, 2022, has been withdrawn by the Landlord. As such, it is of no force or effect.
2. The Tenant must continue to pay rent in full, on the day it is due, in accordance with the terms of the tenancy agreement. The Landlord reserves the right to serve a new One Month Notice to End Tenancy for Cause for repeated late payment of rent for any future instances of late payment of rent. Withdrawal of this Notice does not prohibit the Landlord from referencing the Tenant's past late payments of rent to justify service of a new Notice.
3. The Tenant must put the hydro in his name immediately, otherwise the Landlord will close the account. However, the Tenant advised that he had already done this months ago.
4. The Tenant must communicate with the building manager with respect to any concerns regarding this tenancy.
5. The Landlord will not pay the filing fee of \$100.00. However, the Tenant never applied to recover the filing fee.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of the dispute over the Notice.

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 this dispute.

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, the One Month Notice to End Tenancy for Cause dated October 13, 2022, has been withdrawn by the Landlord.

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: February 28, 2023

Residential Tenancy Branch