



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding MAN KEI ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing convened by teleconference on March 20, 2022, to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) requesting an order cancelling the One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord and recovery of the cost of the filing fee.

The tenant, the tenant's advocate (advocate) and the landlord's agents (landlord) attended, the parties were affirmed, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

After testimony was taken, the parties agreed to discuss a resolution of the matter, at which time a settlement was reached. The parties additionally understood that I would record their settlement, as noted below.

Mutual Settlement

During the hearing the parties reached a voluntary and mutual settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision.

- The landlord and staff from the office of the tenant's advocate (the Act team) will keep in contact after the hearing in order to address the immediate issues being experienced by the tenant and on a more regular basis when any issue arises with the tenant.
- There will be more frequent communication between the landlord and the Act team in order to facilitate the rental unit being cleaned and repaired, or to facilitate a move into another rental unit.

- The intent of the settlement was to have the Act team more involved with this tenant to maintain the tenancy.
- The landlord agrees, and the advocate confirmed, that the 1 Month Notice is withdrawn by way of this settlement.

Conclusion

I order the parties to comply with the terms of their settled agreement.

The 1 Month Notice dated February 14, 2023, for an effective move-out date of March 31, 2023, is withdrawn and is of no force or effect.

The parties understand that the landlord is at liberty to serve another 1 Month Notice in the event issues with the tenant do not improve or where circumstances warrant.

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's Notice or the tenant's application. As I have not considered the merits of the application, I do not award the tenant recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision recording the parties' mutual settlement 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: March 21, 2023

Residential Tenancy Branch