



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0908720 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause.

The Tenant stated that on January 14, 2023 the Dispute Resolution Package and a copy of the One Month Notice to End Tenancy for Cause was put under the Agent for the Landlord's door. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Each participant affirmed they would not record any portion of these proceedings.

Preliminary Matter

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the spelling of the Landlord's name, as it now appears on this decision.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

Prior to discussing the merits of the Application for Dispute Resolution, the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will continue;
- The Tenant will pay rent on time by the first day of each month; and
- The Tenant will pay a late fee of \$20.00, as per the addendum to the tenancy agreement, if rent is not paid on time.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenant acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute have been settled in accordance with the aforementioned terms.

Conclusion

The tenancy will continue, as the parties agreed in their settlement agreement.

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: May 05, 2023

Residential Tenancy Branch