

## **DECISION**

### **Introduction**

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This hearing dealt with the tenant's application for dispute resolution, filed on February 1, 2024, under the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' One Month Notice to End Tenancy for End of Employment ("1 Month Notice"), under section 48 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application from the landlords, under section 72 of the *Act*.

The individual landlord DVDC ("landlord") and the tenant attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 15 minutes from 9:30 a.m. to 9:45 a.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to them.

The landlord stated that the landlord company named in this application owns the rental unit. She said that she is a regional manager, employed by the landlord company. She said that she had permission to represent the landlord company (collectively "landlords"). She provided the legal name of the landlord company and the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes to both parties. They had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. Both parties had already discussed the below settlement terms, prior to this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both landlords were duly served with the tenant's application.

The landlord confirmed that the landlords did not provide any documentary evidence for this hearing.

Neither party provided a copy of the 1 Month Notice for this hearing, nor did they confirm the details on it. However, both parties agreed to settle the 1 Month Notice issue at this hearing.

## **Settlement Terms**

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Pursuant to section 63 of the *Act*, if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During this hearing, the parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlords agreed that their 1 Month Notice was cancelled and of no force or effect;
2. Both parties agreed that this tenancy will continue until it is ended in accordance with the *Act*;
3. The landlords agreed to pay the tenant \$100.00 total, by way of a cheque, by March 31, 2024, as reimbursement for the cost of the filing fee paid for this application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

These particulars comprise the full and final settlement of all aspects of this dispute. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties were given ample time during this hearing to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

## **Conclusion**

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I order both parties to comply with all of the above settlement terms.

The landlords' 1 Month Notice is cancelled and of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

In order to give effect to the above settlement reached between the parties, I grant a Monetary Order in the tenant's favour in the amount of \$100.00. The tenant is provided with this Order and the landlords must be served with a copy of this Order. Should the landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: March 11, 2024

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Residential Tenancy Branch