



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on July 09, 2020 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated July 09, 2020 (the "Notice"). The Tenant also sought repairs.

The Tenant appeared at the hearing. The Tenant advised that the parties had come to an agreement about the matters in the Application. The Landlords had not called into the hearing. The Tenant offered to go upstairs and have the Landlords join the hearing on speaker phone as the Tenant lives downstairs from the Landlords. I told the Tenant he could do this if he wished. The Tenant had the Landlords join the hearing. Both Landlords confirmed their names as shown on the Application.

The Tenant again advised that the parties had come to an agreement about this matter. The parties agreed the Notice should be cancelled. The Tenant advised he is withdrawing his request for repairs.

I advised the parties of their options in relation to the Application. Pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act"), I told the parties they could deal with this by way of a settlement agreement. I explained that coming to a settlement agreement was voluntary and neither party had to agree to this. I explained that, if the parties did deal with this by way of a settlement agreement, I would write the agreement out in my written decision and it would become a final and legally binding agreement. I explained that this meant the parties could not change their mind about it later. I explained that, if the Notice is cancelled, the Landlords cannot later seek an Order of Possession based on it.

Both parties agreed to deal with this matter by way of a settlement agreement.

A written tenancy agreement had been submitted and both parties agreed it is accurate. There was no issue that there is a tenancy agreement between the parties.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.
2. The Tenant withdraws the request for repairs.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

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: August 14, 2020

Residential Tenancy Branch