



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC, FFT**

### Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy for Cause dated October 25, 2021 ("1 Month Notice") pursuant to section 47; and
- authorization to recover the fling fee from the Landlord pursuant to section 72.

The Landlord's agent JS, the Landlord's site manager BA, the Tenant and the Tenant's advocate PL attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant testified that the Notice of Dispute Resolution Proceeding ("NODR") and her evidence (collectively the "NODR Package") was served on the Landlord by registered mail on October 29, 2021. The Tenant provided a copy of the mail receipt and tracking number to corroborate service of the NODR Package on the Landlord. The Landlord acknowledged receipt of the NODR but stated that the Landlord did not receive any evidence in that package. I find the NODR was served in accordance with section 89 of the Act.

PL testified the Landlord's evidence had been served on the Tenant by registered mail on November 10, 2021. The Landlord provided a mail receipt and tracking number to corroborate service on the Tenant. I find that the Tenant was deemed to be served with the Landlord's evidence on November 15, 2021 pursuant to section 90 of the Act.

### Settlement Agreement

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing

the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to the cancellation of the 1 Month Notice;
2. The Tenant agrees to withdraw her application; and
3. The tenancy will continue until ended in accordance with the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

### **Conclusion**

As the parties have reached a full and final settlement of all the claims set out in the Tenant's application, I make no factual findings about the merits of their applications.

I hereby order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect.

As the Tenant has agreed to withdraw her Application, her claim for reimbursement of the filing fee for her application from the Landlord is dismissed without leave to reapply.

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: November 26, 2021

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Residential Tenancy Branch