



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

### **Terms of Settlement**

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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agrees to withdraw the One Month Notice to End Tenancy dated September 20, 2022.
2. The tenant agrees to abide by the tenancy agreement and section 32(2) of the Act by maintaining reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

3. The tenant agrees to abide by the tenancy agreement and section 32(3) of the Act by repairing any damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant in a timely manner.
4. The tenant agrees to keep the rental unit secure by keeping the entrance door locked during the night and when left unoccupied.
5. The tenant made it clear in the hearing that he is not open to a mutual agreement to raise the rent greater than the maximum percentage increase permitted under the act. The landlord agrees to provide proper notice of any rent increase and to do so in accordance with the maximum allowable under the Act.
6. As the landlord withdrew the One Month Notice, which was the central issue of this dispute, the tenant is awarded the filing fee for this application. The tenant may reduce a future rent payment in the amount of \$100.00.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that the above terms comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

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: February 06, 2023

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Residential Tenancy Branch