



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOCKE PROPERTY MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

AGREEMENT REACHED BETWEEN THE PARTIES

Dispute Codes

CNC, MNDC

Introduction

This matter dealt with an application by the tenant for an Order setting aside the One Month Notice to End Tenancy for Cause (the Notice) and for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (Act), regulations or tenancy agreement.

Preliminary Issues

I have determined that the portion of the tenant's application dealing with any claim other than the request seeking cancellation of the One Month Notice to End Tenancy for cause is unrelated to the primary issue of disputing the Notice. As a result, pursuant to section 2.3 of the Rules of Procedure, I have severed the tenant's application and dismissed that portion of the tenant's application for a Monetary Order, **with leave to reapply**.

Through the course of the hearing the landlord and the tenant came to an agreement in settlement of the tenant's application to set aside the Notice.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant agreed that the former occupant GG will no longer reside in the rental unit;
- The tenant agreed that there will be no further significant disturbances allowing for normal living noise in adjoining units;
- The landlord agreed to withdraw the One Month Notice to End Tenancy for Cause dated September 30, 2015 and that the tenancy can continue until legally ended under the *Act*.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenant's application.

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: December 15, 2015

Residential Tenancy Branch

