



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC, PSF, LRE, AAT, LAT

### Introduction

This hearing was convened based on the tenant's application under the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated December 30, 2016 ("1 Month Notice"), an order that the landlord comply with the Act, regulations, or tenancy agreement, an order that the landlord provide services or facilities required by law, an order that the landlord allow access to or from the unit/site for the tenant or the tenant's guests, and an order authorizing the tenant to change the locks to the rental unit pursuant to s. 70(2).

The tenant attended the hearing. The landlord did not. As the landlord did not attend, service of the tenant's application and the notice of hearing was considered. The tenant testified that she served the landlord with these materials on or about January 30, 2017 by hand and that the landlord lives immediately below her. I accept that the landlord was sufficiently served.

At the outset of the hearing the tenant advised that she and the landlord had reached an agreement with respect to the matters before me. A written agreement, dated January 1<sup>st</sup>, 2017, signed by both parties, was in evidence.

The tenant advised that she was attending the hearing in spite of having reached an agreement in order to give that agreement additional legal validity. While the hearing was ongoing the tenant knocked on her landlord's door and asked that he participate to the extent of confirming the settlement. The landlord did not wish to do so.

At the tenant's request, and pursuant to sections 62-64, I have documented the agreement that has been reached by the parties:

### Settlement

1. The landlord acknowledges that he gave the tenant permission to have a dog, but that, due to poor soundproofing between the suites, he finds the added sound of the dog moving around above him intolerable.
2. The tenant agrees that the tenancy will end no later than April 30, 2017.
3. The tenant agrees that the landlord will retain the security deposit of \$250.00.
4. In exchange for authorization to retain the \$250.00 security deposit, the landlord agrees to allow the tenant access to the laundry facilities.

### Conclusion

This matter has been settled.

It is clear, based on the tenant's undisputed testimony, the written agreement in evidence, and the landlord's decision not to participate in the hearing, that the landlord has withdrawn the 1 Month Notice and the tenant has withdrawn her application to dispute the 1 Month Notice. Accordingly, I order that both the landlord's 1 Month Notice and the tenant's application are withdrawn and cancelled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

Dated: February 7, 2017

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Residential Tenancy Branch