



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was convened based on the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated April 14, 2017 (the "1 Month Notice").

The tenant attended the hearing. Three agents, one of whom is the resident manager, attended on behalf of the landlord. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact with respect to the allegations relied upon by the landlord in the 1 Month Notice.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws his application to dispute the landlord's 1 Month Notice.

3. The tenancy will continue on the following conditions:
 - a. The tenant will not significantly interfere with or unreasonably disturb another occupant or the landlord or allow his guests to do so.
 - b. The tenant will not negatively affect the quiet enjoyment, security, safety of physical well-being of another occupant or the landlord or allow his guests to do so.
4. The tenant recognizes that some of his neighbours may have families with young children and will be especially careful not to be noisy between 10:00 pm and 8:00 am.
5. If the tenant breaches this agreement the landlord may rely on this agreement and his breach to apply to terminate the tenancy.

Conclusion

This matter has been settled.

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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: June 02, 2017

Residential Tenancy Branch