



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, FF

Introduction

This hearing dealt with an application by the tenant for an order directing the landlord to comply with the *Act* and for a monetary order for the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

The tenant stated that she had received a notice to end tenancy for cause on June 27, 2019, seven days after she had made application for dispute resolution. The tenant stated that she believed that the notice to end tenancy would also be addressed in this hearing and therefore did not amend her application to include her dispute of the notice to end tenancy. The tenant requested that the notice be addressed in this hearing and the landlord agreed.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to an order directing the landlord to comply with the *Act*? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in January 2019. The monthly rent is \$600.00 payable on the first of each month. The tenant is a foreign student.

The tenant agreed that she makes calls to her home country in the early hours of the morning which results in noise that disturbs the other occupants of the rental unit. The tenant also agreed that she had not paid rent for August 2019.

The reasons for the notice and the rent owed were discussed at length. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue on the following terms:

1. The tenant agreed to observe quiet times very strictly between 11:00 pm and 7:00 am
2. The tenant agreed not to contact the landlord during quiet time unless in an emergency situation.
3. The tenant agreed to pay rent in the amount of \$600.00 immediately.
4. The tenant understands that her Wi-Fi service will be cut off during quiet time if the tenant creates noise disturbances during that time.
5. The tenant agreed to move out by 1:00 pm on August 31, 2019. An order of possession effective this date will be granted to the landlord.
6. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.
7. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective August 31, 2019. The Order may be filed in the Supreme Court for enforcement.

I find it timely to put the tenant on notice that, if she does not comply with the terms of this agreement and another notice to end tenancy is issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator for consideration.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy. The notice to end tenancy is set aside and the tenancy will continue.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the terms of the above agreement, until August 31, 2019.

I grant the landlord an order of possession effective by 1:00 pm on August 31, 2019.

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: August 08, 2019

Residential Tenancy Branch