



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

On November 7, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") requesting an order of possession for the rental unit based on an undisputed One Month Notice to End Tenancy for Cause.

The matter was set for a conference call hearing. The Landlord and Tenant attended the conference call hearing. The Tenant identified that he had a reporter in attendance. The parties were informed that the hearing is not recorded and in accordance with the Residential Tenancy Branch Rules of Procedure the hearing is not permitted to be recorded. The parties were ordered to stop any recordings.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

The Landlord and Tenants attended the hearing. The Tenants were assisted by an advocate. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

Settlement Agreement

At the start of the hearing, the parties agreed to settle this matter, on the following terms:

1. The parties agreed that the tenancy will continue.

2. The parties agreed that the Landlord has withdrawn the One Month Notice to End Tenancy for Cause dated August 12, 2019.
3. The parties agreed that the Landlord has withdrawn her application for an order of possession for the rental unit based on an undisputed One Month Notice to End Tenancy for Cause dated August 12, 2019.
4. The parties agree that the Tenants will respect the right of other occupants to have quiet peaceful enjoyment of the rental property and the Tenants agree that they will not yell and/or scream on the rental property.
5. The parties agree that the Landlord has leave to issue a new One Month Notice to End Tenancy for Cause if the Tenants unreasonably disturb other occupants.
6. The parties agree to be courteous and respectful to one another at all times.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 03, 2020

Residential Tenancy Branch