



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1189682 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated October 31, 2020 ("One Month Notice").

The Tenants, an advocate for the Tenants, H.B. ("Advocate"), and an agent for the Landlord, D.S. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenants and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing. The exception to this was that the Agent said she had not received a copy of an invoice that the Tenants said was contained in their evidence. As a result, I did not consider this invoice in making my Decision.

Preliminary and Procedural Matters

The Parties provided their email addresses in the hearing and confirmed their understanding that the Decision would be emailed to both Parties.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month Notice dated October 31, 2020.
2. The Tenants withdraw their Application in full as part of this mutually agreed Settlement.
3. The Tenants agree to the Landlord's conditions of Settlement, as follows:
 - a. The Tenants agree to abide by the Landlord's rules;
 - b. The Tenants agree to stop yelling and other belligerent behaviour;
 - c. The Tenants agree to talk in a normal tone to the Landlord and parties connected to the Landlord;
 - d. The Tenants acknowledge that the Landlord will not tolerate any more belligerent behaviour from the Tenants, and that the Landlord will serve them with additional eviction notices, if the Tenants' belligerent behaviour continues to happen.
4. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
5. The Parties agree that they entered into this Agreement completely voluntarily.
6. The Parties agree that the Landlord may seek an order of possession from the Residential Tenancy Branch, based on this settlement agreement and another eviction notice, if the Tenants do not comply with the terms set out herein.

This settlement agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they

understood and agreed that the above terms are legal, final, binding, and enforceable, and which terms settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause dated October 31, 2020 is cancelled and is of no force or effect.

I Order the Parties to comply with their Settlement Agreement described above.

The tenancy shall continue until ended in accordance with the Act.

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 28, 2021

Residential Tenancy Branch