



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that the Dispute Resolution Package was served to the Landlord by registered mail, although he does not recall the date of service. The Agent for the Landlord acknowledged receipt of the Dispute Resolution Package.

On November 09, 2020 the Tenant submitted a copy of the One Month Notice to End Tenancy for Cause to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord with the Dispute Resolution Package. The Agent for the Landlord stated that this document was not served to the Landlord by the Tenant, although they have a copy of this document. As the Landlord has a copy of the document, I find it reasonable to consider the document during these proceedings.

On January 21, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on January 23, 2021. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

After considerable discussion regarding the merits of the One Month Notice to End Tenancy for Cause, the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on March 15, 2021;
- The Tenant will not play any loud music for the remainder of the tenancy;
- The Tenant will have no more than one guest at any time between 8:00 a.m. and 10:00 p.m., with the exception of social workers; and
- The Tenant will have no guests between 10:00 p.m. and 08:00 a.m.

This agreement was summarized on at least two occasions and the parties clearly indicated that they agreed to resolve this dispute under these terms.

Each party clearly acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the parties reached a settlement agreement, the testimony presented at the hearing is not summarized in this decision.

### Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

### Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on **March 15, 2021**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and

enforced as an Order of that Court.

The parties retain the right to enter into a new tenancy agreement that begins after March 16, 2021 if both parties wish to do so.

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: February 01, 2021

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Residential Tenancy Branch