



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capital Region Housing Corporation and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord on December 4, 2020, under the Residential Tenancy Act (the Act), seeking:

- An Order of Possession based on an uncontested One Month Notice to End Tenancy for Cause (the One Month Notice); and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord (the Agent), the Tenant, Tenant's advocate (the Advocate), and a support person for the Tenant. All testimony provided was affirmed.

At the request of the parties, copies of the decision and any orders issued in their favour will be emailed to them at the email addresses confirmed in the hearing.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end at 1:00 P.M. on July 31, 2021, and the Tenant agrees to vacate the rental unit by this date and time.

2. The Tenant agrees that no further noise disturbances will be caused by themselves, their guests, or any other occupants of the rental unit, and understands that the Landlord has agreed to withdraw the One Month Notice and end the tenancy on July 31, 2021, as a result of this agreement.
3. The Tenant understands that if any further noise disturbances occur on the part of themselves, their guests, or other occupants of the rental unit, the Landlord will immediately serve and seek to enforce a One Month Notice or seek to end the tenancy early pursuant to section 56 of the Act, as applicable.
4. The parties agree that the Landlord is entitled to recovery of 50% of the \$100.00 filing fee paid for this Application, and may therefore withhold \$50.00 from the \$350.00 security deposit paid by the Tenant, for recovery of this amount. The balance of the security deposit is to be dealt with in accordance with the Act.
5. The parties understand that the rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the Act.

### Conclusion

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

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an order of possession, effective July 31, 2021, pursuant to section 63 of the Act. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from them by the Landlord.

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

Dated: March 1, 2021

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Residential Tenancy Branch