



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RENT WITH ADVENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, OLC, FFT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on May 4, 2021, in which the Tenants requested an Order that the Landlord comply with the *Residential Tenancy Act* (the "Act"), the *Residential Tenancy Regulation*, and/or the residential tenancy agreement, to make repairs to the rental unit (installing soundproofing to the unit) as well as recovery of the filing fee.

The hearing of the Tenants' Application was scheduled for teleconference at 11:00 a.m. on September 10, 2021. Both parties called into the hearing. The Landlord was represented by the Property Manager, A.M., and the Managing Broker, M.F. who both confirmed they had authority to enter into settlement discussions and agreements with respect to this tenancy. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement are recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

1. Clause 5 of the residential tenancy agreement shall be amended to provide that this tenancy is a month to month tenancy (A), not a fixed term tenancy (B), such that the Tenants may end their tenancy with 30 days notice given in accordance with section 45 of the *Act*.
2. The Landlord agrees to waive any claim for unpaid rent pursuant to the original fixed term tenancy including, but not limited to the Landlord's claim for liquidated damages pursuant to Clause 6 of the residential tenancy agreement.
3. The balance of residential tenancy agreement remains in full force and effect.
4. The Landlord shall refund the sum of \$50.00 to the Tenants, representing one half of the filing fee paid by the Tenants for their Application for Dispute Resolution.

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: September 10, 2021

Residential Tenancy Branch