



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated December 29, 2021 (1 Month Notice) and for an order directing the landlord to comply with the Act, regulation or tenancy agreement. The filing fee was waived.

The tenant, the landlord, and two agents for the landlord, SK and BG (agents) attended the teleconference hearing. 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.

Neither party raised any concerns regarding the service of documentary evidence. Words utilizing the singular shall also include the plural and vice versa where the context requires. Both parties were also given the opportunity to ask questions.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Settlement Agreement

During the hearing, the parties agreed to settled these matters on the following conditions:

1. The parties agree that the tenant will vacate the rental unit by **April 15, 2022 at 1:00 p.m.**
2. The landlord is granted an order of possession effective April 15, 2022 at 1:00 p.m.
3. The parties agree that they can serve each other by email. The email addresses were confirmed during the hearing.
4. The parties agree that the tenant will not communicate with the upstairs tenants for the remainder of the tenancy and will direct all concerns to the landlord via email.
5. The parties agree that the tenant will not glare at people entering and exiting the rental property and will not yell, scream or swear on the rental property.

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.

Conclusion

I ORDER the parties to comply with the terms of their settled agreement, pursuant to section 63 of the Act.

The landlord has been granted an order of possession effective April 15, 2022 at 1:00 p.m. The landlord must serve the tenant with the order of possession.

Should the tenant fail to vacate as agreed, the order of possession may be filed in the Supreme Court and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties.

The order of possession will be emailed to the landlords for service on the tenant.

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: February 14, 2022

Residential Tenancy Branch