



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenants under the *Residential Tenancy Act* (the Act) on March 7, 2022, seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice).

The hearing was convened by telephone conference call and was attended by the Landlord M.G. and the Tenant S.E.F. All parties provided affirmed testimony.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings, pursuant to rule 6.10 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure). The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

The Rules of Procedure state that the respondent(s) must be served with a copy of the Application and the Notice of Hearing. The Landlord acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) package, from the Tenants, which includes a copy of the Application and the Notice of Hearing and stated that they have no concerns with regards to the date or method of service. I therefore find that the Landlord was sufficiently served for the purposes of the Act and the Rules of Procedure. The hearing therefore proceeded as scheduled.

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

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised 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 any supporting Order(s).

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

1. The Landlord agreed to cancel the One Month Notice, as the Tenant(s) have apologized to their neighbours for the noise disturbances and agreed that they will not continue.
2. The Tenant agreed to withdraw the Application.
3. The Landlord made it clear that should further complaints in the same nature as those relied upon for the issuance of the One Month Notice (screaming, noise disturbances to other occupants) be received, another One Month Notice will be served and enforced. The Tenant acknowledged that they understood.
4. 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 the mutually settled agreement described above.

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: June 20, 2022

Residential Tenancy Branch