



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 the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated April 6, 2022 ("1 Month Notice"), pursuant to section 47.

The landlord and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 30 minutes.

This hearing began at 11:00 a.m. with me and the landlord present. The tenant called in late at 11:02 a.m. I informed the tenant about what occurred in his absence, as no evidence was discussed with the landlord. This hearing ended at 11:30 a.m.

The landlord and the tenant confirmed their names and spelling. They both provided their email addresses for me to send this decision to both parties after the hearing.

The landlord stated that he owns the rental unit. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

Settlement Terms

Pursuant to section 63 of the *Act*, if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed that he will not make any unnecessary or unreasonable noise at the rental property, including slamming doors and loud music;
2. The tenant agreed that he will not have any unnecessary contact with the upstairs tenant P except for urgent tenancy-related issues;
3. The tenant agreed to provide the landlord with audio or video recordings as proof of any complaints against the upstairs tenant P;
4. Both parties agreed that this tenancy will continue until it is ended in accordance with the *Act*;
5. The landlord agreed that his 1 Month Notice, dated April 6, 2022, is cancelled and of no force or effect;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

These particulars comprise the full and final settlement of all aspects of this dispute. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 30-minute hearing. Both parties had opportunities to ask questions and to privately negotiate and discuss the settlement terms in detail. Both parties affirmed, under oath, that they agreed and understood that the above settlement terms were final, binding, and could not be changed after this hearing was over. Both parties were given ample time during this hearing to think about, review, discuss, ask questions, and privately negotiate the terms of this settlement.

Conclusion

I order both parties to comply with all of the above settlement terms.

This tenancy continues until it is ended in accordance with the *Act*.

The landlord's 1 Month Notice, dated April 6, 2022, is cancelled and of no force or effect.

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: August 05, 2022

Residential Tenancy Branch