



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0900733 BC LTD DBA HUNTINGDON  
APARTMENTS and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant under the Residential Tenancy Act (the Act) on June 30, 2022, seeking:

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

The hearing was originally convened by telephone conference call at 9:30 A.M. on November 17, 2022, and was attended by the Tenant, legal counsel for the Tenant D.M. (the Lawyer), an agent for the Landlord M.L. (the Agent), and a witness for the Landlord D.E. (the Witness). All testimony provided was affirmed. As the Agent acknowledged receipt of the Tenant's Notice of Dispute Resolution Proceeding (NODRP) package and stated that they have no concerns with regards to the date or method of service, the hearing therefore proceeded as scheduled. However, the hearing was adjourned by way of mutual agreement and re-convened at 9:30 A.M. on November 24, 2022. The reconvened hearing was attended by all the same participants and all testimony provided was affirmed.

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

Residential Tenancy Branch Rules of Procedure (Rules of Procedure) and confirmed that they were not recording the proceedings.

A copy of the decision and any orders issued in their favor will be sent to the parties in the manner requested at the hearing.

### Preliminary Matters

At the outset of the hearing the parties agreed that a settlement agreement had been reached between them, and as a result, I excused the witness from the hearing under the condition that they remain available until 10:30 A.M. if I needed to call them back into 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 any supporting Orders.

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

1. The parties agree that the tenancy will end by way of mutual agreement on June 30, 2023, at 1:00 P.M., and that the Tenants and all occupants will vacate the rental unit by that date and time.
2. The Landlord agrees, with the Tenant's consent, that the One Month Notice is withdrawn and of no force or effect.
3. The Tenant agrees, with the Landlord's consent, that the Application is withdrawn.
4. The Agent agrees that upon receipt of proof of any moving costs incurred by the Tenant to move out of the rental unit in accordance with this settlement agreement, such as an invoice, that the Landlord will reimburse the Tenant for 50% of the costs incurred, up to a maximum amount of \$200.00.
5. The Tenant agrees that they, and all occupants of the rental unit, will maintain levels of daily living activity noise that would be considered by a reasonable and objective person not to constitute an unreasonable disturbance to an/or a significant interference with other occupants of the building. In particular, the

Tenant and all occupants of the rental unit, will be especially mindful of any noise created between the hours of 10:00 P.M. and 7:00 A.M.

6. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended in accordance with the Act and/or this agreement.
7. The Tenant agrees that the Landlord may serve them the Order of Possession related to this settlement agreement via email to their Lawyer at the email address listed for them on the cover page of this decision.

### Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession effective at 1:00 P.M. on June 30, 2023. The Landlord is provided with the Order of Possession in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants 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.

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: November 24, 2022

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Residential Tenancy Branch