



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND RECORD OF SETTLEMENT**

### **Dispute Codes**

CNC LRE FF

### **Introduction**

The tenant's application under the *Residential Tenancy Act* (the Act) sought to cancel the landlord's Notice to End for Cause and recover the filing fee.

The tenant and 2 of the landlord's representatives attended the hearing. Both parties acknowledged exchange of evidence as provided to this hearing. In the absence of a copy of the Notice to End referenced in this matter the parties confirmed the particulars and issues regarding the landlord's 1 Month Notice to End Tenancy for Cause dated February 16, 2018. On the testimony of the parties I determined the landlord issued a Notice to end and that it complies with Section 52 of the Act. The parties were apprised as to their onus in this type of hearing.

### **Background and Evidence**

This tenancy started February 01, 2014.

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, some discussion between the parties led to resolution of the relevant matters. As a result the parties confirmed to me that they both agreed as follows;

1. the tenancy will continue in accordance with the existing tenancy agreement.
2. the landlord will endeavour to relocate the tenant to a different rental unit on the same residential property as soon as possible.
3. that in the interim, the tenant will endeavour to refrain from any conduct which may be construed as intrusive or disrespectful in response to sounds/noise emanating from the upstairs occupants.

4. the landlord will make available to the tenant an alternate unit as soon as available on a first refusal basis by the tenant. On the tenant's acceptance of the alternate unit it will become the unit designated within the *existing tenancy agreement*, inclusive of the anniversary date for allowable rent increases.

Both parties testified in the hearing they understood and agreed to the above terms, and that the settlement particulars comprise the full and final settlement of this dispute.

So as to perfect the agreement it is my Decision that the current relevant Notice to End in this matter effectively is rendered mute and of no effect. It is available to the landlord to issue a *new* valid Notice to End for sufficient new cause.

It is further my Decision the parties will share the cost of the filing fee of this matter. As a result, I Order that the tenant may deduct \$50.00 from a future rent

### **Conclusion**

The parties settled their dispute in the above terms.

**This Decision and Settlement are final and binding.**

*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: May 08, 2018

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Residential Tenancy Branch