



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause (the “*Notice*”), and to allow the tenant more time to make an application to cancel the *Notice*.

The tenant, an advocate for the tenant, and an agent for the landlord (the “agent”) appeared at the hearing, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Both parties agree that they received the original evidence packages from the other party and had the opportunity to review the evidence packages. A late evidence package was submitted by the tenant, however, that evidence package was excluded as it was not submitted in accordance with the rules of procedure.

Settlement Agreement and Analysis

Section 63 of the *Act*, states:

Opportunity to settle dispute

63 (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual settlement agreement between the parties was reached. The mutual settlement agreement consists of:

1. The tenant agrees not to operate any business from the rental unit including any candy making or candy selling business.

2. The tenant agrees not to park any vehicle leaking vehicle fluids on the residential property.
3. The agent agrees to withdraw the Notice and the tenant agrees to withdraw his application to dispute the Notice.
4. The parties agree that the tenancy will continue until ended in accordance with the *Act*.

Conclusion

Based on the mutual agreement described above, the tenancy will continue until ended in accordance with the *Act*.

If the tenant fails to comply with this mutually settled agreement, the landlord is at liberty to issue a new Notice under the *Act*.

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: December 13, 2012

Residential Tenancy Branch