



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNC FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied for more time to dispute a notice to end tenancy, to dispute a notice to end tenancy for cause, and to recover her filing fee.

The tenant and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord confirmed that he did not serve his evidence on the tenant and as a result, the landlords' evidence was excluded and not considered as the landlord did not serve his evidence in accordance with the rules of procedure.

Preliminary and Procedural Matter

The tenant disputed the 1 Month Notice to End Tenancy for Cause (the "Notice") on April 18, 2013 after receiving the Notice on April 9, 2013. The landlord confirmed that he did not serve the Notice until April 9, 2013. As a result, the tenant disputed the Notice on time and as a result, withdrew her request for more time to dispute the Notice.

Background and Evidence

The parties agree that a month to month tenancy agreement began on June 1, 1997. The parties also agree that current monthly rent is \$935.00 and is due on the first day of each month. The tenant paid a security deposit of \$350.00 at the start of the tenancy.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The tenant agrees to pay rent by the first day of each month from this day forward.
2. The tenant agrees to have her son, BL, vacate the rental unit no later than **June 30, 2013** due to concerns related to BL's behaviour.
3. Between May 16, 2013 and June 30, 2013 the tenant agrees to not permit BL inside the rental unit alone. The tenant further agrees to supervise BL at all times when BL is inside the rental unit. The tenant also agrees that after the BL vacates the rental unit, the tenant will supervise BL during any subsequent visit to the rental unit by BL.
4. The tenant agrees to be polite to other tenants and occupants of the landlord.
5. If the tenant complies with #1 to #4 above, the tenancy will continue until ended in accordance with the *Act*.
6. The tenant withdraws her application in full as part of this settlement agreement and agrees to withdraw her request for recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

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: May 16, 2013

Residential Tenancy Branch

