



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### 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 to cancel a notice to end tenancy for cause.

The tenant, an advocate for the tenant, two agents for the landlord (the "agents"), and a witness for 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.

At the outset of the hearing, the tenant stated that she would agree to vacate the rental unit.

### Preliminary and Procedural Matter

At the outset of the hearing, the agents for the landlord requested to have caretaker, ML, removed from the tenant's application, which the tenant consented to. As a result, ML has been removed from the tenant's application and the style of cause.

### Settlement Agreement

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

1. The parties agree that the tenancy will end on **October 31, 2013 at 1:00 p.m.** The landlord agrees to permit the tenant to vacate the rental unit earlier than October 31, 2013 if the tenant has a need to vacate before October 31, 2013.
2. The landlord is granted an order of possession **effective October 31, 2013 at 1:00 p.m.** The landlord must serve the tenant with the order of possession.

3. The tenant agrees that she will have no guests after 10:00 p.m. for the remainder of the tenancy unless with prior written permission of the landlord. Family members of the tenant, including spouses, may visit without written permission of the landlord, however, it is agreed that the tenant's family members may not stay longer than three (3) consecutive days.
4. The tenant agrees that there will be no smoking in the rental unit. Smoking will only be permitted in designated smoking areas.
5. The tenant agrees to not argue or create a disturbance with her guests or other occupants of the building for the remainder of the tenancy.
6. Both parties agree to submit any concerns or complaints in writing to the other party for the remainder of the tenancy.
7. The parties agree that caretaker, ML, will have limited contact with the tenant for the remainder of the tenancy, except for emergency matters related to the rental unit.
8. The tenant withdraws her application in full and the LL withdraws their 1 Month Notice as part of this settlement agreement.

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.

I grant the landlord an order of possession effective October 31, 2013 at 1:00 p.m. This order must be served on the tenant. This order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: August 23, 2013

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Residential Tenancy Branch

