



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNQ

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 more time to make an application to cancel a Notice to End Tenancy, and to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property due to the tenant not qualifying for subsidized housing (the "2 Month Notice").

The tenant and an agent for the landlord (the "agent") 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 agent confirmed receiving the evidence package from the tenant and that he had the opportunity to review the evidence prior to the hearing. The landlord confirmed that he did not submit evidence in response to the tenant's application. I find the landlord was sufficiently served in accordance with the *Act*.

Settlement Agreement

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

1. The landlord and tenant mutually agree to withdraw the 2 Month Notice dated June 28, 2013.
2. The tenant agrees to provide the landlord with an agreement from the Family Court that confirms that the tenant has her children residing with her at least 40% of the time no later than **October 28, 2013 at 12:00 p.m.** for the purposes of confirming for the landlord that the tenant qualifies for subsidized housing.
3. If the tenant fails to comply with condition 2 above, the landlord is at liberty to serve a new 2 Month Notice on the tenant after 12:00 p.m. on October 28, 2013.

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 settled agreement.

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: September 12, 2013

Residential Tenancy Branch

