



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, MNDC, MNSD, MT, RP

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 1 Month Notice To End Tenancy For Cause dated September 22, 2016, and a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 3, 2016.

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.

Settlement Agreement

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

1. The parties agree that the tenancy will continue until ended in accordance with the Act.
2. The Landlord rescinds the 1 Month Notice To End Tenancy For Cause dated September 22, 2016, and the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 3, 2016.
3. The Tenant withdraws her Application to cancel the notices to end tenancy and agrees to make no further application for dispute resolution for a monetary claim with respect to the concerns listed in her Application.
4. The Landlord agrees to provide the Tenant a parking space provided that the Tenant pays the monthly parking fee.

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

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but

that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled 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*.

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: November 21, 2016

Residential Tenancy Branch