



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC, FF, O

### Introduction

This was the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated September 14, 2016.

The tenant attended the hearing with her sister, who acted as her advocate, and her niece and health authority case worker. Two representatives attended the hearing on behalf of the landlord, one as a potential witness.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact with respect to the allegations relied upon by the landlord in its 1 Month Notice.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws her application to dispute the landlord's 1 Month Notice.
3. The tenant agrees to end the tenancy when appropriate alternative housing becomes available to her.
4. The tenant agrees to actively work to secure appropriate alternative housing with the assistance of her family members and support workers.
5. The tenant agrees to stay connected with her health authority case worker, her community liaison worker, her health care provider, and her sister.
6. The tenant agrees to follow her medical treatment plan.
7. The tenant agrees that she will not act aggressively toward other tenants or the landlord.
8. The landlord agrees to contact the tenant's sister and/or health authority support worker immediately if any concerns arise about the tenant's behavior, and before contacting the police.

9. The landlord agrees to bring any substantive concerns with the tenant's conduct to the attention of the tenant and her sister and/or health authority support worker by written notice and as those concerns arise.

Over the course of the mediation the tenant was given an opportunity to review the terms suggested by the landlord and to suggest her own terms. The tenant was supported by her sister during the hearing. Both the tenant and sister confirmed that the tenant fully understood the terms of this agreement and was capable of committing to them.

#### Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: December 15, 2016

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Residential Tenancy Branch