



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Canadian Mental Health Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, OLC, O

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; and for "other".

The Legal Advocate for the Tenant stated that on November 10, 2016 the Application for Dispute Resolution, the Notice of Hearing, and evidence submitted to the Residential Tenancy Branch were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

At the outset of the hearing both parties indicated that they wished to reach a settlement agreement. The parties agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will continue;
- the Tenants will not allow the parties named on the front of this decision, (who have the initials "E.W." and "T.W.") to park any vehicles on the residential property;
- the Tenants will not allow the parties named on the front of this decision (who have the initials "E.W." and "T.W.") to be in the rental unit or on any portion of the residential property;
- the tenancy will end, by mutual agreement, if the Tenants do not comply with the aforementioned terms;

- if the Tenants do not comply with the aforementioned terms of the settlement agreement the Landlord will serve the Tenants with written notice that they have breached the terms of the settlement agreement and that the tenancy is ending by mutual consent;
- the written notice provided by the Landlord must declare that the tenancy is ending on a date that is not earlier than one month after the date the notice of the intent to end the tenancy by mutual consent is received and is the day before the day in the month that rent is due.

Analysis

The issues in dispute have been settled, by mutual consent.

Conclusion

The parties have resolved this dispute, by mutual consent.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 22, 2016

Residential Tenancy Branch