



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with 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 November 16, 2016 (the "1 Month Notice").

Both parties attended the hearing, the tenants with an advocate. 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.

1. The landlord withdraws the 1 Month Notice dated November 16, 2016.
2. The tenants withdraw their application dated November 23, 2016 to dispute the landlord's 1 Month Notice.
3. The tenancy continues, and the tenants agree to pay the rent due and owing for the month of January by January 4, 2017.
4. The tenants agree that the master bedroom will not be overfilled or overused for storage in a way that is either unsafe or unsanitary.
5. The tenants agree to cooperate with the landlord in order to rid the master bedroom of any remaining rodents.

6. The tenants agree to make their new phone numbers available to the landlord so that she may contact them as necessary.
7. The tenants represent that the broken bedroom door frame has been repaired and that the locking doorknobs on all three of the bedroom doors have been replaced with doorknobs without locks.
8. The tenants and the landlord agree to cooperate to arrange an inspection by the landlord of the issues dealt with in this agreement during the week of January 9, 2017.

### **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 monetary compensation or 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: January 04, 2017

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Residential Tenancy Branch