



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

[Tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OPC

### Introduction

A hearing was convened based on cross applications under s. 47 of the *Residential Tenancy Act* (the “Act”). The tenant applied for cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause dated November 30, 2016 (the “1 Month Notice”). The landlord applied for an order of possession based on the 1 Month Notice and an early end to the tenancy. Both parties also sought return of the application filing fee.

The tenant attended the hearing with her mother available as a witness. Two property managers and the owner attended on behalf of the landlord. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

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 made in the 1 Month Notice.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws the application to dispute the landlord’s 1 Month Notice.
3. The tenancy will end at 1:00 pm on April 30, 2017.

4. Until the tenancy ends, the tenant may use the laundry in the building provided she does not overload the washing machine.

### 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 earlier 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: March 02, 2017

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Residential Tenancy Branch