



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANDALL NORTH REAL ESTATE SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, CNC, MT

Introduction and Analysis

This hearing dealt with the tenants' Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- more time to make an application to cancel the landlord's One Month Notice To End Tenancy for Cause (the "One Month Notice");
- cancellation of the landlord's One Month Notice; and
- cancellation of the landlord's 10 Day Notice To End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice").

The landlord's agent (the "Landlord") appeared at the teleconference hearing and gave affirmed testimony. Tenant "S.J." and Tenant "C.J." (the "Tenants") also appeared at the teleconference hearing and gave affirmed testimony. The tenants appeared with an advocate. During the hearing the landlord and tenants were given a full opportunity to be heard, to present sworn testimony and make submissions.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. This tenancy will end on March 31, 2017.
2. Tenant S.J. will vacate the rental unit on or before March 31, 2017.
3. Tenant C.J. will be permitted to remain in the rental unit under a new tenancy agreement which will start on April 1, 2017.

4. Tenant S.J. will not reside in the rental unit with tenant C.J. after March 31, 2017. Tenant C.J. and the landlord agree that this will be a material term under the new tenancy agreement.
5. The landlord may take steps to end the new tenancy agreement for breach of a material term in accordance with the *Act*, if the tenant fails to comply with term #4 above.
6. The parties agree that this settlement agreement constitutes a final and binding resolution of the tenants' Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for all the parties. The parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The parties acknowledged that they understood and agreed that the above terms settle all aspects of this dispute.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

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: March 20, 2017

Residential Tenancy Branch