



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, AAT, MNDC, RR

Introduction

This hearing dealt with the tenants' 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 February 24, 2017 (the "1 Month Notice"), for compensation for loss under the Act, regulation or tenancy agreement, for access to or from the property, and for authorization to reduce rent for services agreed upon but not provided.

Both of the tenants attended the hearing, as did their advocate. The landlord also attended. At the outset of the hearing the named tenant's son confirmed that he also signed the tenancy agreement and I have added him to the style of cause with his consent.

Also 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 several times over the course of the hearing and the settlement discussions 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 her 1 Month Notice or with respect to the tenant's claims.

Settlement

1. The landlord withdraws the 1 Month Notice.
2. The tenants withdraw their application dated March 6, 2017 to dispute the landlord's 1 Month Notice.
3. The tenancy will continue until 1:00 pm on **June 30, 2017** on the condition that the tenants pay their rent in full on the first of each month, which they may do through the advocate attending at the hearing.

4. The landlord will promptly arrange for professional installation of a washing machine in the tenants' rental unit, and will have the installation company contact the tenants directly to schedule the installation.
5. The landlord will promptly attend the rental property with the advocate and measure the lot and mark its half-way point. The tenants will use only the front half of the lot, and will give the downstairs tenant the use of the back half of the lot. This means that the tenants will use the front door to enter and exit their rental unit, and will not use the back door to walk their dogs or for any other reason unless there is an emergency.
6. The landlord will allow the tenants to continue to use the lot adjacent to the rental unit lot for their dog run until she sells or otherwise gives up control of the adjacent lot.
7. All of the parties will treat one another with respect and courtesy.

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: April 06, 2017

Residential Tenancy Branch