



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

MT, CNC, O

Introduction

This matter dealt with an application by the tenant for more time to file an application to dispute a Notice to End Tenancy; to dispute the One Month Notice to End Tenancy for cause and other issues.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

- The parties mutually agree that this tenancy will end on June 30, 2017;
- the tenant agrees that she will provide vacant occupation to the landlord by 1.00 p.m. on June 30, 2017;
- The tenant agrees to pay rent for June, 2017 on the day it is due;
- The tenant agrees that she will do everything she can to prevent her son (the other occupant of the rental unit) from selling drugs on the property and allowing other people on the property to buy or sell drugs.
- The landlord agrees to withdraw the One Month Notice;
- The parties agree that the landlord will receive an Order of Possession with an effective date of June 30, 2017 at 1.00 p.m. This Order will be

served upon the tenants but will not be enforced if the tenants abide by this agreement to vacate the rental unit.

These particulars comprise the **full and final settlement** of all aspects of this dispute for both parties. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Both parties understood and agreed that the above terms settle all aspects of the dispute and are **final and binding on both parties** and that any Order is enforceable.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

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: May 10, 2017

Residential Tenancy Branch