



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, FF, RR, OLC

Introduction

This hearing dealt with cross-applications under the *Residential Tenancy Act* (the “Act”) based on a 1 Month Notice to End Tenancy for Cause dated May 18, 2017 (the “1 Month Notice”). The tenant applied to cancel the 1 Month Notice, for an order that the landlords comply with the Act, regulation, or tenancy agreement, for compensation for the cost of emergency repairs, and for recovery of the application filing fee. The landlords applied for an order of possession based on the 1 Month Notice and for recovery of the application filing fee.

The tenant attended the hearing with her son. Both of the named landlords also attended. 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 landlords withdraw the 1 Month Notice and their application for an order of possession based on the 1 Month Notice.
2. The tenant withdraws the application to dispute the landlord’s 1 Month Notice and for other relief.
3. The parties agree that this tenancy will continue until **1:00 pm on August 31, 2017**, provided that the tenant immediately pays the rent due for the period of June 25 – July 25, 2017.

4. The tenant will also pay rent when due for the period of July 25 – August 25, 2017, and will pay an additional \$222.58 on August 25, 2017 for the period of August 25 – August 31, 2017.
5. The security deposit will be dealt with in accordance with the Act.

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: July 04, 2017

Residential Tenancy Branch