



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

A hearing was convened based on 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 May 31, 2017 with an effective date of June 30, 2017 (the "1 Month Notice").

Both of the tenants attended the hearing. The landlord attended with an articulated student. The landlord's husband was available as a witness, and their daughter also attended in support. 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.

1. The landlord withdraws the 1 Month Notice.
2. The tenants withdraw their application to dispute the landlord's 1 Month Notice.
3. The tenancy will end at 1:00 pm on **October 31, 2017**.

4. The tenants may withhold their rent for October, 2017 (as though this tenancy were ending on the basis of a 1 Month Notice to End Tenancy for Landlord's Use).
5. The security deposit will be dealt with at the end of the tenancy in accordance with the Act.

With the consent of the parties and in support of this settlement I issue an order of possession effective at 1:00 pm on October 31, 2017.

### 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: August 08, 2017

---

Residential Tenancy Branch