



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNE, LRE, OLC

### Introduction

A hearing was convened based on the tenant's 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 June 26, 2017 (the "1 Month Notice") and for other relief.

The tenant attended the hearing with a member of his support team. The landlord attended with two witnesses, whose evidence was not ultimately required.

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 speak 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. Accordingly, I have made no findings of fact with respect to the allegations relied upon by the landlord in the 1 Month Notice or with respect to any other matter.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws his application.

3. The tenancy will continue until **1:00 on November 30, 2017**, provided the tenant keeps the rental unit reasonably clean and safe and conducts himself in accordance with the Act.
4. The tenant, his support team (including CB), and the landlord will work together to ensure the safety of the tenant and the safety of the other residents in the building.

In support of this settlement and with the consent of the parties, I grant the landlord an order of possession effective at **1:00 pm on November 30, 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 than November 30, 2017 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: September 11, 2017

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Residential Tenancy Branch