



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTHERN HEALTH
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On October 11, 2017, the Tenants submitted an Application for Dispute Resolution seeking to cancel a 1 Month Notice to End Tenancy for Cause dated September 27, 2017.

The Landlord and Tenant, Ms. G.S. appeared at the hearing. The Tenant was assisted by a support person. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Does the Landlord have cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy commenced on April 1, 2017, as a month to month tenancy. Rent in the amount of \$528.50 is due to be paid to the Landlord by the first day of each month.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end **at 1:00 p.m. on February 28, 2018.**
2. The Landlord is granted an order of possession effective **at 1:00 p.m. on February 28, 2018.** The Landlord must serve the Tenant with the order of possession.
3. The Landlord withdraws the 1 Month Notice To End Tenancy For Cause dated September 27, 2017, in full as part of this mutually settled agreement.
4. The Tenant withdraws the application to dispute the 1 Month Notice.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective February 28, 2018, at 1:00 p.m. This order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 19, 2017

Residential Tenancy Branch