



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC OPB
 CNC FF

Preliminary Issues

The Landlord stated that he misinterpreted the dispute application form and erred in his selection for an order of possession for breach of an agreement. He withdrew this request and confirmed he wished to proceed with his request for an Order of Possession for cause.

Introduction

This hearing was convened to hear matters pertaining to cross applications Application for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession for cause.

The Tenant filed seeking an order to cancel or set aside a 1 Month Notice to end tenancy issued for cause and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

Issue(s) to be Decided

1. Should the Landlord be issued an Order of Possession?
2. If not, should the 1 Month Notice to end tenancy for cause issued July 20, 2012 be set aside?

Background and Evidence

The parties entered into a subsidized rental agreement that began on December 18, 2008 for the market value rent of \$958.00. The subsidized rent is currently payable in

the amount of \$287.00 and is due on the first of each month. The Tenant paid approximately \$479.00 as the security deposit.

During the course of this proceeding the parties agreed to settle this matter.

Analysis

The parties agreed to settle this matter and to continue the tenancy on the following terms:

- 1) Both parties agreed to withdraw their applications for dispute resolution in favour of this settlement agreement; and
- 2) The Tenant agrees to inform her ex-husband that effective September 7, 2012 he will no longer be allowed on the rental unit property and visitation with his children must be conducted away from the rental property; and
- 3) The Tenant agrees that if her ex-husband continues to attend the rental unit property it would be considered grounds for ending her tenancy.

Conclusion

The matter has been settled in accordance with section 63 of the *Residential Tenancy Act*.

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: September 06, 2012.

Residential Tenancy Branch