



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding British Columbia Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

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Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlord applied for "other" and wrote in their details of dispute that they were seeking an immediate Order of Possession.

Two agents for the landlord (the "agents"), the tenant, and a legal advocate for the tenant, attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed that they received evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served in accordance with the *Act*.

Settlement Agreement

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

1. The parties agree that the tenant may remain in the rental unit for "use and occupancy" only, subject to the tenant complying with the following terms. The landlords are not re-instating the tenancy and are agreeing to this settlement agreement as a transition plan to allow the tenant time to secure a new residence.

2. The parties agree that the landlord is granted an order of possession based on the mutual agreement to end the tenancy dated May 31, 2013, **effective two (2) days after service on the tenant**, however, the landlord agrees that they will delay serving the order of possession as long as the tenant complies with the following terms.
3. The tenant agrees to take all of his prescribed medications and in the manner prescribed by his treating Physician.
4. For the safety of all occupants of the building, the tenant agrees not to smoke inside the rental unit when he is tired, and agrees to not leave his rental unit door open.
5. The tenant agrees to accept a minimum of **three (3)** visits from homecare representatives per day, and will ensure he is home for each visit in the morning, afternoon and evening. The tenant further agrees to leave a note on his door for the homecare representatives with his estimated time of return when he leaves the rental unit.
6. The tenant agrees not to use his stove as a heating source, for the safety of all occupants of the building.

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

Conclusion

I order the parties to comply with the terms of their settlement agreement.

The landlord is granted an order of possession effective two (2) days after service on the tenant. The landlord agrees that they will delay serving the order of possession as long as the tenant complies with the terms indicated above.

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: September 06, 2013

Residential Tenancy Branch

