



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding McLaren Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to discuss this matter with one another. The tenant confirmed that on January 27, 2014, she received the landlord's 1 Month Notice sent by the landlord by registered mail on January 24, 2014. The tenant testified that she handed one of the landlord's representatives a copy of her dispute resolution hearing package on January 30, 2014. The landlord's representatives testified that they received the tenant's hearing package on February 3, 2014. I am satisfied that the above documents were served to one another in accordance with the *Act*.

Although both parties did not provide all of their written or digital evidence in accordance with the time frames established by the RTB, both parties agreed that they had received one another's written, photographic and digital evidence and had been able to review this evidence in advance of this hearing.

The landlord's Executive Director corresponded with the Residential Tenancy Branch (the RTB) on March 10, 2014 with a fax request. She requested a rescheduling of this teleconference hearing to an "in person" hearing in the Burnaby Offices of the RTB to enable the landlord to make arrangements for a court reporter to attend the hearing and keep a written transcript of the proceedings, at the landlord's expense. The tenant also submitted a late written request to have this hearing dismissed with leave to reapply due to the landlord's failure to provide her with copies of the landlord's written evidence in sufficient time to enable her to prepare for this hearing. At the hearing, the tenant and her advocate modified the written request to request an adjournment. At the hearing, the landlord's legal counsel said that the landlord was prepared to proceed with the hearing if the requests for adjournment were not allowed.

Although the landlord's legal counsel advised that a court reporter was on hand to keep a written transcript of these proceedings, I asked the parties whether they were interested in discussing proposals whereby this dispute could be resolved without adjournments or hearing testimony from the parties. Both parties expressed a willingness to attempt to resolve this matter if possible.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

In accordance with a Residential Tenancy Agreement signed on April 29, 2010, this tenancy for a subsidized rental unit from a not for profit housing society began on May 1, 2010. The tenant's current portion of the \$984.00 in economic rent she pays is \$320.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$500.00 security deposit paid on May 1, 2010.

The landlord entered into written evidence a copy of the 1 Month Notice requiring the tenant to end this tenancy by February 28, 2014. In the 1 Month Notice, the landlord cited the following reasons for seeking an end to this tenancy:

...Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;...*

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all matters arising out of this application and in dispute regarding this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by April 30, 2014, by which time the tenant and anyone on the premises will have vacated the rental unit.

2. The landlord agreed to withdraw the 1 Month Notice dated January 27, 2014 and sent by registered mail on January 24, 2014, which the landlord acknowledged is of no continuing force or effect.
3. The tenant agreed that she will require MD to return any keys that he might have to her rental unit to her by the end of the day on March 19, 2014.
4. The tenant agreed that she will not permit MD to enter the rental building until April 21, 2014, and that when he does enter the rental property during the last 10 days of her tenancy that it will be for the sole purposes of assisting the tenant to prepare for her move from the rental unit by April 30, 2014.
5. The tenant agreed that any and all contact she needs to have with the landlord during the remaining period her tenancy will be solely with MP.
6. The tenant furthermore agreed that if an emergency arises after regular business hours whereby she needs to speak with a representative of the landlord that she will call the emergency lie provided by the landlord for that purpose.
7. The tenant agreed to have no further contact during this tenancy with RTt.
8. The landlord agreed to provide a positive reference for the tenant to anyone contacting the landlord with respect to the tenant's payment of rent and will confirm that this tenancy ended on the basis of a mutual agreement to end this tenancy, and to provide no further details to potential landlords as per the final and binding terms of the mutual agreement to end this tenancy that both parties agreed to undertake.
9. Both parties agreed that the terms of this settlement agreement as outlined above constituted a final and binding resolution of all issues currently under dispute with respect to this tenancy.

Conclusion

The 1 Month Notice issued by the landlord is withdrawn and is of no force or effect.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by 1:00 p.m. on April 30, 2014 as set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the settlement achieved by the parties, I issue the following orders to the tenant:

1. I order the tenant to obtain all keys to her rental unit held by the male named in Term 2 of the settlement agreement outlined above.
2. I order the tenant to refuse to allow entry to her rental unit and to the rental property to the male named in Term 3 of the settlement agreement outlined above until April 21, 2014, and when his re-entry to the premises is allowed for the last 10 days of her tenancy that his presence will be limited to assisting the tenant with the preparations for her move from the rental unit by April 30, 2014.
3. I also order the tenant to have no further contact with the male identified in Term 7 of the settlement agreement outlined above during the remainder of her tenancy,
4. I order the landlord and the landlord's representatives to abide by the commitment made by the landlord's Executive Director as set out in Term 8 of the settlement agreement outlined above.

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: March 20, 2014

Residential Tenancy Branch

