



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OLC

### Introduction

This hearing dealt with the tenant's application pursuant to section 62 of the *Residential Tenancy Act* (the *Act*) for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement. 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 cross-examine one another.

The landlords confirmed that the tenant handed the landlord's representatives a copy of her dispute resolution hearing package on May 3, 2014. The parties also agreed that they have received copies of one another's written evidence. I find that the parties have served one another the above documents in accordance with sections 88 and 89 of the *Act*.

The landlords confirmed that no Notice to End Tenancy on a Residential Tenancy Branch (RTB) form has been issued to the tenant to require her to vacate the rental unit by May 31, 2014, the end date of her five-month fixed term Residential Tenancy Agreement (the Agreement). As noted at the hearing, a landlord does not have to issue a notice to end tenancy on an official RTB form when a landlord is seeking to end a tenancy at the end of a fixed term Agreement.

At the hearing, landlord representative ICW made an oral request for an Order of Possession in the event that the tenant's application were dismissed. I advised the parties that as the tenant has not applied to cancel a notice to end tenancy, I am not able to issue an Order of Possession pursuant to section 55(1) of the *Act* on the basis of an oral request from the landlord. I advised the parties that the landlord would need to apply for an Order of Possession if that were the landlord's intent.

### Issues(s) to be Decided

Should any orders be issued with respect to this tenancy?

### Background and Evidence

This tenancy commenced as a five-month fixed term tenancy on or about October 1, 2012. Since then, the parties have signed successive five-month fixed term tenancy Agreements. On each occasion, both parties initialled a provision in which the tenancy was to end on the final date of the Agreement unless the parties entered into a new Agreement. The current monthly economic rent for this rent geared to income housing unit in a subsidized housing complex is set at \$1,081.00, of which the tenant pays \$590.00 directly to the landlord by the first of each month. The landlord continues to hold the tenant's \$590.00 security deposit paid on September 19, 2012.

The tenant applied to have an order issued that the landlord's April 16, 2014 request that she end her tenancy by May 31, 2014 contravened the *Act*. She wished to remain in this tenancy.

The landlord entered written evidence that the landlord had accepted the tenant's portion of the economic rent for June 2014 for use and occupancy only.

### 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle all issues arising out of the tenant's application and this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2014, by which time the tenant will have vacated the rental unit.
2. The tenant committed to pay her \$590.00 portion of the monthly rent that becomes due on July 1, 2014, in accordance with the terms of the Agreement signed on December 3, 2013.
3. The landlord agreed to accept the tenant's payment of \$590.00 towards the economic rent of \$1,081.00 for use and occupancy only so as to enable the tenant to remain in possession of the rental unit until July 31, 2014.
4. Both parties agreed that this settlement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

### Conclusion

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 July 31, 2014, in accordance with 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.

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: June 11, 2014

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Residential Tenancy Branch

