



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHILLIWACK KIWANIS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Preliminary Issues

Upon review of the Tenant's application each party confirmed that the tenancy fell under the Residential Tenancy Act (the Act) and not the Manufactured Home Park Tenancy Act. Accordingly, I amended the Tenant's application to reflect that her application was being made under the Residential Tenancy Act, pursuant to section 64(3)(c) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on February 23, 2015, to cancel a Notice to end tenancy issued for cause.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each party gave affirmed testimony and confirmed receipt of evidence served by the Tenant.

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.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was the Tenant entered into a month to month tenancy that began on April 1, 2012. Economic Rent was \$749.00 and the Tenant's rent is based on an annual subsidy assessment. The Tenant's current monthly rent is \$474.00 and is due on or before the first of each month. On or before April 1, 2012 the Tenant paid \$375.00 as the security deposit which was based on the economic rent.

During the course of this proceeding the parties agreed to settle these matters.

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 on the following terms:

- 1) The Tenant agreed to withdraw their application for dispute resolution;
- 2) The Tenant agreed to pay the Landlord **\$527.86** no later than 5:00 p.m. on Wednesday March 25, 2015;
- 3) In the event that the Landlord's office is closed at noon, prior to the Tenant receiving her mail on March 25, 2015, then the Tenant will call the Landlord at the emergency telephone number, as listed on the front page of this Decision, to arrange for the Landlord to pick up the \$527.86;
- 4) The Tenant is to ensure the Landlord is in receipt of the **\$320.14**, prior to March 31, 2015, which is normally sent directly to the Landlord from Income Assistance;
- 5) The above listed payments (\$527.86 + \$320.14) will pay the Tenant's rental arrears in full and will pay the Tenant's April 2015 rent in full.
- 6) If the above payments are made as described, the Landlord agrees to withdraw the 1 Month Notice issued February 5, 2015, and the parties agreed that the tenancy would be reinstated and will continue until such time that it is ended in accordance with the Act.

In support of the above settlement agreement the Landlord will be issued a conditional Order of Possession effective March 31, 2015. In the event the Tenant fails to make the payments to the Landlord, as listed above, then the Landlord would be at liberty to serve the Tenant with the Order of Possession. In the event the Tenant makes the payments to the Landlord as listed above, then the Order of Possession would be void and of no force or effect.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

In support of the settlement agreement, the Landlord has been issued a conditional Order of Possession effective **March 31, 2015, after service upon the Tenant**. The conditions relating to the Order of Possession are listed above. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

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 24, 2015

Residential Tenancy Branch

