



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, CNR, OLC, LRE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlord's three 10 Day Notices to End Tenancy for Unpaid Rent, dated October 7, 2014, May 20, 2015 and June 8, 2015 ("three 10 Day Notices"), pursuant to section 66;
- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause, dated April 28, 2015 ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlord's three 10 Day Notices, pursuant to section 46;
- cancellation of the landlord's 1 Month Notice, pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement, pursuant to section 62; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70.

The tenant and his advocate, TJ (collectively "tenant") and the landlord's two agents, "landlord JS" and "landlord RJ" (collectively "landlord"), attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. The tenant confirmed that his advocate had permission to make submissions on his behalf at this hearing. Both of the landlord's agents confirmed that they had authority to speak on behalf of the landlord company named in this Application, as agents at this hearing.

Landlord JS confirmed that he personally received the tenant's application for dispute resolution hearing package ("Application"). The tenant's advocate confirmed that she witnessed the tenant serve landlord JS with the Application, including the entire written evidence package. Landlord JS could not locate the entirety of the tenant's written

evidence package during this hearing, but confirmed that he was served with various documents although he did not review them at the time of service, with the tenant. Landlord JS testified that he was prepared to proceed with this hearing on the basis of the tenant's entire written evidence package, despite the fact that he could not locate all the documents. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application, including the entire written evidence package. During the hearing, I advised both parties that I would be considering the tenant's entire written evidence package at this hearing and in my decision, as I find that the landlord was properly served and a witness was able to confirm this service.

Issues to be Decided

Is the tenant permitted more time to make an application to cancel the landlord's 1 Month Notice and three 10 Day Notices?

Should the landlord's 1 Month Notice and three 10 Day Notices be cancelled?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

Background and Evidence

Both parties agreed that this tenancy began on September 1, 2013 and the tenant continues to reside in the rental unit. Landlord JS confirmed that this is a month-to-month tenancy and a written tenancy agreement governs this tenancy. Neither party provided a copy of the tenancy agreement for this hearing. Landlord JS testified that market monthly rent in the amount of \$869.00 is due on the first day of each month but the tenant pays a subsidized portion of \$400.00. Landlord JS testified that a security deposit of \$435.50 was paid by the tenant and the landlord continues to retain this deposit.

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 the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2015, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant withdrew his application for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement and for an order to suspend or set conditions on the landlord's right to enter the rental unit;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing; and
4. Both parties agreed that the tenant's security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood that the terms of this settlement agreement are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on July 31, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants do not vacate the premises by 1:00 p.m. on July 31, 2015. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated April 28, 2015, and three 10 Day Notices, dated October 7, 2014, May 20, 2015 and June 8, 2015, are cancelled and of no force or effect.

The tenant's application for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement and for an order to suspend or set conditions on the landlord's right to enter the rental unit, is withdrawn.

The tenant's security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *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: July 02, 2015

Residential Tenancy Branch

