



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 OPC, OPB, FF

Introduction

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

- an order of possession for cause and for breach of an agreement, pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The landlord's agent, TP ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord testified that he was the property manager for the landlord company named in this application and that he had authority to speak as an agent on its behalf at this hearing.

At the outset of the hearing, the landlord advised that he had reached an agreement with the tenant to settle this matter.

Issues to be Decided

Is the landlord entitled to an order of possession for cause or for breach of an agreement?

Is the landlord entitled to recover the filing fee for this Application from the tenant?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on May 1, 2015. Monthly rent in the amount of \$627.00 is payable on the first day of each month. Both parties agreed that a security deposit of \$340.00 was paid by the tenant and the landlord

continues to retain this deposit. A written tenancy agreement governs this tenancy but a copy was not provided for this hearing. The tenant continues to reside in the rental unit.

The landlord issued a 1 Month Notice to End Tenancy for Cause, dated August 19, 2015, with an effective move-out date of September 1, 2015, to the tenant. The notice states the following reasons for ending 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;*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

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 5:00 p.m. on December 31, 2015, by which time the tenant, her children and any other occupants will have vacated the rental unit;
2. The landlord agreed to act as a reference for the tenant for her future tenancy applications;
3. The landlord agreed to withdraw the 1 Month Notice, dated August 19, 2015;
4. The landlord agreed to bear the cost of the \$50.00 filing fee for this Application;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's entire application at this hearing;
6. Both parties agreed that the \$340.00 security deposit is to 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 at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they

understood and agreed that the above terms are legal, final and 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, her children and any other occupants fail to vacate the rental premises by 5:00 p.m. on December 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 fail to vacate the rental premises by 5:00 p.m. on December 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 must bear the cost of the \$50.00 filing fee for this Application.

The landlord's 1 Month Notice, dated August 19, 2015, is cancelled and of no force or effect.

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: November 18, 2015

Residential Tenancy Branch

