



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, OPQ, MNR, MNSD, FF (Landlord's Application)  
CNR (Tenant's Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant on October 28, 2015 and by the Landlord on November 19, 2015.

The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent, to keep the Tenant's security deposit, and to recover the filing fee from the Tenant. The Tenant applied to cancel the notice to end tenancy.

An agent for the company Landlord, the building manager and the Landlord's rental subsidy manager appeared for the hearing along with the Tenant. All parties apart from the building manager provided affirmed testimony during the hearing.

The parties confirmed receipt of each other's Application and documentary evidence. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. After the parties provided their evidence, I offered the parties an opportunity to settle this matter by way of mutual agreement.

### Settlement Agreement

Section 63 of the Act states that an 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. As a result, an agreement under the following terms and conditions was reached between the parties.

1. The Landlord's agent and the Tenant agreed that the tenancy will end at 1:00 p.m. on February 29, 2016. However, this date is conditional on the Tenant making the following rent payments which includes rent and rental arrears:

\$1,720.00 by midnight on January 1, 2016; and \$1,110.00 by midnight on February 1, 2016.

2. If the Tenant makes the above payments by the stipulated dates, the Landlord may only end the tenancy on February 28, 2016 using the Order of Possession accompanying the Landlord's copy of this decision.
3. If the Tenant fails to pay the above amounts the Landlord made end the tenancy by serving the Tenant with the 2 day Order of Possession either after January 1, 2016 or after February 1, 2016.
4. The parties understood that the agreed end of tenancy date of February 29, 2016 is not contingent upon the Tenant paying the full amount of rental arrears for this tenancy and the tenancy must end on this date unless the parties come to a written agreement otherwise.
5. The Tenant agreed with the Landlord being issued with a Monetary Order for the rental arrears to date in the amount of \$1,830.00. The Tenant is cautioned that any rental arrears that are outstanding in relation to the Monetary Order may be deducted from the Tenant's security deposit at the end of the tenancy pursuant to the Act.

The parties agreed that this resolution was reached voluntarily between the parties and acknowledged their complete understanding of the above terms and conditions as outlined above. The parties also confirmed that this settlement agreement was in full satisfaction of both Applications. The above orders are legally binding and may be enforced. These files are now closed.

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: December 23, 2015

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Residential Tenancy Branch

