



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC – Tenant's January 15, 2016 application
 OLC MNR – Tenant's February 16, 2016 application

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on January 15, 2016. The Tenant filed seeking an order to cancel a 1 Month Notice to end tenancy for cause.

The Tenant filed a subsequent application on February 16, 2016 seeking an Order to have the Landlord comply with the *Act*, Regulation or tenancy agreement and a \$2,100.00 Monetary Order.

The hearing was conducted via teleconference and was attended by four Agents for the corporate Landlord, The Landlord's legal counsel (Counsel), the Tenant, and the Tenant's Advocate. Each person who provided evidence gave affirmed testimony. 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 and each person acknowledged that they understood how the conference would proceed.

Section 1 of the *Act* defines a landlord in relation to a rental unit, to include the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord permits occupation of the rental unit under a tenancy agreement, or exercises powers and performs duties under this *Act*, the tenancy agreement or a service agreement.

As indicated above, the corporate Landlord was represented by 4 Agents at this proceeding. All those Agents met the definition as a Landlord pursuant to section 1 of the *Act*. Therefore, for the remainder of this decision, terms or references to the Landlord importing the plural shall include the singular and vice versa, except where the context indicates otherwise

The Tenant affirmed that he served the Landlord with copies of the same documents that he had served the RTB. The Landlord acknowledged receipt of these documents and no issues regarding service or receipt were raised.

The Landlord affirmed that they served the Tenant with copies of the same documents that they had served the RTB. The Tenant acknowledged receipt of these documents and raised the issue that he did not receive Counsel's February 25, 2016 letter until February 26, 2016.

During the preceding the parties agreed to settle the matters relating to both of the Tenant's applications.

Issue(s) to be Decided

What were the terms of the settlement agreement?

Background and Evidence and 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 achieved a resolution of their disputes on the following terms:

- 1) The Tenant agreed to withdraw his application for Dispute Resolution that was filed on January 15, 2016 **without leave to reapply**;
- 2) The Tenant agreed to withdraw his application for Dispute Resolution that was filed on February 16, 2016 **without leave to reapply**;
- 3) The Tenant and Landlord mutually agreed to end this tenancy effective April 1, 2016 at 1:00 p.m.;
- 4) In support of this settlement agreement the parties agreed the Landlord would be issued an Order of Possession effective April 1, 2016 at 1:00 p.m.;
- 5) The parties acknowledged their understanding that this settled Decision resolves the matters contained in both of the Tenant's applications and that no findings were made on the merits of the said applications for Dispute Resolution; and
- 6) Both the Tenant and the Landlord agreed the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

Conclusion

The parties agreed to settle the matters regarding both of the Tenant's applications and the Landlord was issued an Order of Possession, pursuant to section 63 of the Act.

This decision is final, legally binding, and 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 02, 2016

Residential Tenancy Branch

