



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOOKOUT EMERGENCY AID SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the company Landlord for an Order of Possession for cause on May 17, 2016.

The Tenant, an agent for the Landlord, and two other parties for the Landlord appeared for the hearing. However, only the Landlord’s agent and the Tenant provided affirmed testimony during the hearing.

At the start of the hearing, the Tenant confirmed receipt of the Landlord’s Application and the 1 Month Notice to End Tenancy for Cause (the “Notice”), both of which were served personally to the Tenant on May 20, 2016 and April 2, 2016 respectively.

The Tenant testified that she had not disputed the Notice because she did not disagree with the reasons for ending the tenancy as detailed on the Notice. The Tenant explained that she was looking for alternative accommodation and requested more time to end the tenancy, namely at the end of July 2016.

The Landlord’s agent confirmed that the Tenant was not in any rental arrears. The Landlord took some time to consider the Tenant’s proposal for more time and offered the Tenant until July 29, 2016 to vacate the rental unit. The Tenant agreed to this proposal under the following conditions.

Settlement Agreement

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.

Both parties agreed to end the tenancy on July 29, 2016 at 1:00 p.m. As per the Landlord's Application, the Landlord is granted an Order of Possession which is dated effective for this date and time. This order may be enforced in the BC Supreme Court only if the Tenant fails to vacate the rental suite by the agreed date. Copies of this order are attached to the Landlord's copy of this decision. The Tenant is still required to pay rent for the duration of the tenancy.

The Tenant agreed that she will ensure that her, her guests, or other occupants of the rental unit will not cause any further disturbances until this tenancy ends. The Tenant understood that if she did, the Landlord could pursue remedies under the Act to have the tenancy end earlier than July 29, 2016 by issuing the Tenant with another Notice.

This agreement is legally binding on the parties. The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the end of the hearing. This file is 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: June 16, 2016

Residential Tenancy Branch