



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MT, CNC

### 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 1 Month Notice to End for Cause, dated June 27, 2016 ("1 Month Notice"), pursuant to section 66; and
- cancellation of the landlord's 1 Month Notice, pursuant to section 47.

The landlord's agent CG ("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 confirmed that she was the tenant support coordinator and building manager for the landlord company and that she had authority to speak on its behalf as an agent at this hearing. The landlord intended to call four witnesses to testify at this hearing but since this matter settled, they were not called. The four witnesses were notified that they could not hear the proceedings and were excluded at the outset of the hearing. This hearing lasted approximately 45 minutes in order to allow both parties to fully engage in settlement negotiations.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application and the tenant was duly served with the landlord's written evidence.

At the outset of the hearing, both parties confirmed that they wanted to enter into settlement negotiations. Therefore, I did not hear any evidence or testimony from either party with respect to the tenant's application, aside from the service of documents, as noted above.

### 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. The tenant agreed not to engage in physical, sexual or verbal aggression against the landlord, the landlord's agents, outside agents in the rental building, other tenants or their guests in the rental building;
2. Both parties agreed that this tenancy will end pursuant to a 7 day Order of Possession if the tenant does not abide by condition #1 of the above agreement, and the landlord unilaterally determines, after consultation with the affected party and a mental health advocate, that it is appropriate to end this tenancy;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on October 31, 2016, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition #1 of the above settlement. In that event, the landlord's 1 Month Notice, dated June 27, 2016, is cancelled and of no force or effect;
4. The landlord agreed to assist the tenant to find alternative housing;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

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, binding and enforceable, which settle all aspects of this dispute.

The tenant agreed under oath, after warnings from the writer with respect to the consequences of his agreement, that he wanted to settle this matter and that he understood that it was a full and final settlement that could not be changed after the hearing.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached seven (7) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #1, #2 or #3 of the above settlement. 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 does not abide by conditions #1, #2 or #3 of the above settlement. 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.

In the event that the tenant abides by condition #1 of the above settlement, I find that the landlord's 1 Month Notice, dated June 27, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on October 31, 2016.

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: September 02, 2016

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Residential Tenancy Branch