



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ODD FELLOWS LOW RENTAL HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

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

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

The landlord's two agents, MO and RR (collectively "landlord") and the tenant and his English language translator OV (collectively "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's two agents, who are the director of support services and housing contractor for the landlord company named in this application, confirmed that they had authority to speak on its behalf at this hearing. The tenant confirmed that he required assistance with respect to English language translation from his interpreter at this hearing. This hearing lasted approximately 37 minutes in order to allow both parties to fully engage in settlement negotiations.

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

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 to pay rent on time to the landlord, by the first day of each month;

2. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 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 July 5, 2016, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a ten (10) day Order of Possession, if the tenant does not abide by condition #1 of the above settlement;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application; and
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord'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.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached ten (10) 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 July 5, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on November 30, 2016.

The landlord must bear the cost of the \$100.00 filing fee paid for this application. 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 30, 2016

Residential Tenancy Branch