



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRST UNITED CHURCH SOCIAL HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed September 29, 2016, wherein the Landlord sought an early end to tenancy pursuant to section 56(1) of the *Residential Tenancy Act*.

Both parties appeared at the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

Introduced in evidence was a copy of a Decision made by Arbitrator Molnar on August 24, 2016. This Decision should be read in conjunction with that Decision.

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

Settlement and Conclusion

1. The Tenant shall abide by the terms of the August 24, 2016 Order made by Arbitrator Molnar.
2. The Tenant shall vacate the rental unit by no later than 1:00 p.m. on November 15, 2016.

3. The Landlord shall be entitled to an Order of Possession effective 1:00 p.m. on November 15, 2016. This Order must be served on the Tenant and may be filed and enforced in the B.C. Supreme Court.
4. The Landlord shall return the Tenant's November 2016 rent payment in the amount of \$385.00 to the Ministry of Social Development and Social Innovation, with the intention that the Tenant be able to use some of those funds towards her moving expenses.
5. Provided that the Tenant vacates the rental unit by 1:00 p.m. on November 15, 2016, the Tenant shall not be required to pay rent for November 2016.

Conclusion

The parties resolved matters by mutual agreement; the terms of which are recorded in this my Decision.

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: November 02, 2016

Residential Tenancy Branch