



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

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.

The landlord's two agents, "landlord AT" and "landlord EM" (collectively "landlord") and the tenant, MM ("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. Landlord AT confirmed that she is the resident on-site manager and landlord EM confirmed that she is the property manager, and that both had authority to represent the landlord as agents at this hearing. The tenant confirmed that he had authority to represent his wife, "tenant AM," the other tenant named in this application, as an agent at this hearing. This hearing lasted approximately 37 minutes in order to allow both parties to fully negotiate a settlement of this claim.

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 both tenants were duly served with the landlord's Application.

The tenant confirmed receipt of the landlord's 1 Month Notice to End Tenancy for Cause, dated July 4, 2016 ("1 Month Notice"). Both parties agreed that the effective move-out date indicated on the notice was August 31, 2016. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice.

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, 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. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2016, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 1 Month Notice, dated July 4, 2016, is cancelled and of no force or effect;
3. Both parties agreed that the tenants will pay the landlord rent of \$1,485.00 on December 1, 2016;
4. Both parties agreed that the tenants' security deposit of \$475.00 plus interest of \$807.42 as of the date of this hearing, totaling \$1,282.42, will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*; 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.

Both parties agreed that they understood and agreed that this settlement was binding upon the parties that they were representing as agents at this hearing.

I informed both parties during the hearing that I could not issue a monetary order to the landlord for the December 2016 rent amount because it was not yet due, at the time of this hearing. The landlord is at liberty to file an application for dispute resolution in the future in order to obtain a monetary order for this amount, if it is unpaid.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 31, 2016. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 31, 2016. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated July 4, 2016, is cancelled and of no force or effect.

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 22, 2016

Residential Tenancy Branch