



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IMMACULATE CONCEPTION PARISH
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC MND FF

Introduction:

Both parties attended the hearing and gave sworn testimony. The tenant said she served an Application for Dispute Resolution by her son personally delivering it but it was not due to be heard until June 28, 2017. I find the documents were served legally pursuant to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To obtain an Order of Possession for cause pursuant to section 47.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenancy is ended pursuant to section 47 and they are entitled to an Order of Possession?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in July 2002, rent is \$1015 a month and a security deposit of \$437.50 was paid.

The landlord did not serve a formal Notice to End Tenancy pursuant to section 47. On September 30, 2016, a structural engineer found the home was unsafe and should be condemned. On November 4, 2016, a property manager advised the tenant of this finding and told her she should vacate immediately as the home was unsafe. She advised the tenant that this would fall under the Residential Tenancy Branch Guideline "Frustrated Tenancy". The tenant did not move out and the current property manager said he visited her frequently to see if she had found alternative housing. The tenant has paid no rent for December 2016 or January 2017.

The tenant said she is disabled, housing is difficult to find and she filed an application to extend her tenancy and claim compensation of \$2165. However her file was not scheduled to be heard until June 28, 2017. Both parties said they would like to settle

the whole matter today including both files so some proposals were made. After considering the proposals and both advocates suggesting some terms to be incorporated, the parties agreed to settle on the following terms and conditions.

Settlement Agreement:

- 1. The Landlord will receive an Order of Possession effective February 15, 2017 and waives any claim for rent from December 2016 up to and including February 15, 2017.**
- 2. The tenant will receive \$2000 total compensation which includes the security deposit from the landlord after vacating the premises.**
- 3. The tenant may re-enter the grounds up to March 31, 2017 to remove her outside plants on a date mutually agreed by the parties.**
- 4. The parties agree that file # 545389 be cancelled as it is part of this settlement.**
- 5. This Agreement settles all matters between the parties, including those set out in file #545389.**

Analysis:

Pursuant to the above noted settlement agreement, I find the landlord entitled to an Order of Possession effective February 15, 2017.

I find the tenant entitled to a monetary order for \$2,000 to be effective after she vacates the premises.

Conclusion:

The landlord is issued an Order of Possession effective February 15, 2017. The tenant is issued a Monetary Order for \$2,000 to be paid by the landlord after she vacates. No filing fee is awarded and the landlord settled and did not request recovery of the fee.

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: January 18, 2017

Residential Tenancy Branch