



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE BLOOMGROUP COMMUNITY SERVICES SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated February 14, 2017 ("1 Month Notice"), pursuant to section 47.

The landlord's agent, AB ("landlord"), the tenant, and the tenant's advocate, 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 is the housing coordinator for the landlord company named in this application and that she had authority to speak on its behalf as an agent at this hearing. The tenant confirmed that her advocate had authority to speak on her behalf at this hearing. This hearing lasted approximately 54 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 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 package.

I notified both parties that I had not received eleven pages from the landlord's written evidence package, prior to the hearing. However, as this matter settled, I did not ask the landlord to submit this evidence to the Residential Tenancy Branch after the hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the name of the landlord company, as the landlord consented to this amendment.

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 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 that she will not have any guests visit her at the rental unit between the hours of 11:00 p.m. and 7:00 a.m., with the exception of;
 - a. the tenant's common-law husband;
 - b. the tenant's two children;
 - c. any emergency personnel including police, fire and ambulance;
 - d. any other certified medical personnel;
2. The landlord agreed to provide the tenant with written notice for each violation of condition #1 above;
 - a. Both parties agreed that the tenant is permitted to provide a written response to the landlord's notice above and the landlord agreed to consider the tenant's response before the landlord makes a final decision as to whether a violation of condition #1 above has actually occurred;
3. Both parties agreed that this tenancy will continue on the terms of the parties' original written tenancy agreement in the event that the tenant abides by condition #1 above. In that event, the landlord's 1 Month Notice, dated February 14, 2017, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a thirty (30) day Order of Possession, which expires on December 31, 2017, if the tenant does not abide by condition #1 above for a total of at least ten (10) violations;
5. The tenant agreed to provide the landlord with the names of her common-law husband and her two children as well as written proof of where they currently reside, by March 31, 2017;
6. The tenant agreed, if she is medically able, to personally escort her guests, aside from her common-law husband and two children, in and out of the rental building;
7. The tenant agreed to comply with all of the terms of the parties' original written tenancy agreement, particularly section 22 regarding guests in common areas;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her 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 was given additional time during the hearing in order to discuss settlement options with her advocate, before making a final decision to settle this matter according to the above terms. Both parties were given an opportunity to ask questions regarding the above terms and to clarify any information before making a final agreement.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached thirty (30) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement for a total of at least ten (10) violations. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES ON DECEMBER 31, 2017** and it cannot be served upon the tenant after **December 31, 2017**. The tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement for a total of ten (10) violations. 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 February 14, 2017, is cancelled and of no force or effect. In that event, this tenancy continues on the terms of the parties' original written tenancy agreement until it is ended in accordance with the *Act*.

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: March 21, 2017

Residential Tenancy Branch