



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC O OLC

Introduction

This hearing was convened in response to applications by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The application from the tenant requested:

- to cancel a 1 Month Notice to End Tenancy for Cause (“1 Month Notice”) pursuant to section 47 of the *Act*;
- a Monetary Order pursuant to section 67 of the *Act*; and
- an Order directing the landlord to comply with the *Act* pursuant to section 63.

Both the tenant and the landlord appeared at the hearing. The landlord was represented at the hearing by property manager, A.M. (the “landlord”). Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The landlord confirmed receipt of the tenant’s application for dispute resolution hearing package (“Application”) and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served copies of the tenant’s application and evidence. The tenant confirmed receipt of the landlord’s evidence. In accordance with section 88 of the *Act*, I find the tenant duly served with the landlord’s evidence.

The landlord gave undisputed sworn testimony that the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice), with an effective date of May 31, 2017, was posted on the tenant’s door on April 25, 2017. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 88 of the *Act*.

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 entered into a mutual agreement that this tenancy will end on December 31, 2017 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord withdrew the 1 Month Notice dated April 25, 2017.
3. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 1 Month Notice, dated April 25, 2017.
4. The landlord agrees to allow the tenant to house approved roommates for the duration of the tenancy.
5. The tenant agrees that all prospective roommates **must** meet with and be approved by the landlord or the resident manager prior to their move-in.
6. The landlord agrees to provide the tenant with written confirmation of any approved roommates.
7. The tenant agrees that all prospective roommates will be subject to an interview by the landlord or the resident manager prior to their move-in.
8. The tenant agrees that only the landlord or the residential manager will personally issue door keys to any approved roommate.
9. The tenant agrees to return all keys distributed to any approved roommates to the landlord or the residential manager, prior to the approval of a subsequent roommate.
10. The tenant agrees to withdraw all aspects of her monetary application.

11. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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 an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on December 31, 2017. 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 condition #1 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.

The landlord's 1 Month Notice, dated April 25 1, 2017, is cancelled and is of no force or effect.

The tenant's application for a Monetary Order is withdrawn.

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: June 15, 2017

Residential Tenancy Branch