



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING ADVISORY ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession on the basis of a mutual agreement to end this tenancy, pursuant to section 55.

Both parties attended the hearing and 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 entered into written evidence and gave sworn testimony regarding a mutual agreement to end this tenancy signed by the parties on August 11, 2017. This agreement called for an end to this tenancy on September 15, 2017. The tenant realized that he signed something, but was uncertain as to the contents of what he signed. The tenant stated at the hearing that he experiences memory loss.

The landlord testified that a copy of the landlord's dispute resolution hearing package and written evidence was sent to the tenant by registered mail on September 21, 2017. The landlord entered into written evidence a copy of the Canada Post Customer Receipt for this registered mailing. The landlord testified that the tenant did not retrieve this package so a staff member handed him another copy of these documents on September 27, 2017. Although the tenant could not recall how he received these documents, he agreed that he had received the hearing information because he had the call-in information for this hearing. Pursuant to sections 88, 89 and 90 of the *Act*, I am satisfied that the tenant was deemed served with the landlord's dispute resolution and written evidence packages on September 26, 2017, the fifth day after their registered mailing.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession on the basis of a mutual agreement to end this tenancy?

Background and Evidence

This month-to-month tenancy began on March 1, 2009. Monthly rent in this now subsidized rental unit is set at \$435.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$327.50 security deposit paid on March 1, 2009.

The tenant testified that when he signed the agreement to end this tenancy, he was anticipating receiving assistance from the landlord's support services people to find alternate accommodations for him. He said that he has been trying to contact the landlord's contact person, but has been unable to find any other accommodations thus far.

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 arising out of the landlord's application at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2017, by which time the tenant will have vacated the rental unit.
2. The landlord agreed to provide continuing assistance and support to the tenant through the landlord's Support Services Department to seek alternate accommodations for the tenant.
3. The landlord agreed to accept payment in the amount of \$435.00 from the tenant for use and occupancy only for the month of December 2017.
4. Both parties agreed that this settlement agreement as outlined above constituted a final and binding resolution of the landlord's application and that they entered into this agreement of their own free will and without coercion.

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.

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 20, 2017

Residential Tenancy Branch