



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL PROVIDENCE MANAGMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) under the *Residential Tenancy Act* (“Act”) seeking an order of possession based on an undisputed 1 Month Notice to End Tenancy for Cause dated September 27, 2017 (“1 Month Notice”) and to recover the cost of the filing fee.

An agent for the landlord (“agent”) and the tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Neither party raised any concerns regarding the service of documentary evidence. The tenant confirmed that she received the landlord’s application and documentary evidence and that she did not serve any documentary evidence on the landlord in response to the landlord’s application.

### Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator and confirmed that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy ended on **October 31, 2017** on the effective date of the 1 Month Notice dated September 27, 2017.
2. The landlord is granted an order of possession effective **two (2) days** after service on the tenant.
3. The landlord agrees not to enforce the order of possession **until late March 2018 if the tenant pays \$797.19 for use and occupancy** for January, February and March 2018 by the 1<sup>st</sup> day of each of those months.
4. The landlord agrees to withdraw their application as part of this mutually settled agreement and to waive the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

### Conclusion

As this matter was resolved by way of a mutually settled agreement, I order the parties to comply with their mutually settled agreement described above pursuant to section 63 of the *Act*.

The landlord has been granted an order of possession effective two (2) days after service on the tenant. The tenant must be served with the order of possession however the landlord agrees not to enforce the order of possession until late March 2018 as long as the tenant complies with #3 above. The order of possession once served, may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 11, 2018

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Residential Tenancy Branch