



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NELSON CARES SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing convened as a result of the Tenant's Application for Dispute Resolution, filed October 13, 2017, wherein the Tenant requested an Order cancelling a Notice to End Tenancy for Cause issued on October 6, 2017 (the "Notice") and an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement are as follows:

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than 1:00 p.m. on February 28, 2018.
2. The Landlord is granted an Order of Possession effective 1:00 p.m. on February 28, 2018. The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The Landlord will continue to store the Tenant's personal belongings, which are currently inaccessible due to the presence of snow, in the Landlord's off- site storage facility until March 31, 2018; the parties agree that this storage will be at no additional charge to the Tenant.
4. Should the parties wish to enter into a new tenancy following the end of this tenancy on February 28, 2018, the parties will enter into a new residential tenancy agreement. The parties will make their best efforts to discuss this option within two weeks of the date of this hearing.
5. The Tenant shall pay the sum of \$683.00 for the month of January 2018 and \$683.00 for the month of February 2018.
6. Should the Tenant obtain alternate accommodation at any time before February 28, 2018 she shall be entitled to a pro-rated return of rent paid for the period in which she is not in occupation of the rental unit.

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 3, 2018

Residential Tenancy Branch