



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an early end to this tenancy and an Order of Possession pursuant to section 56 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The tenant attending (Tenant HM) confirmed that he received the landlord's Application for Dispute Resolution as well as their evidence submitted for this hearing. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy is a month to month tenancy with two tenants on the residential tenancy agreement, Tenant HM and Tenant VO. The landlords applied for an early end to this tenancy on the grounds that the other tenants at landlord are at immediate risk if the landlord is required to wait to issue a 1 Month Notice to End Tenancy for Cause and receive an Order of Possession as a result of that Notice.

Prior to this hearing, Tenant HM vacated the rental unit. At this hearing, the landlord agreed that Tenant HM may remain in the rental unit subject to conditions.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The parties agreed that Tenant VO will be removed from the written residential tenancy agreement.
2. The parties agreed that the tenancy with Tenant HM only will continue on a month to month basis.
3. The tenant agreed that he will not allow Tenant VO to live in or visit the residential premises.
4. The tenant agreed that he will receive approval through Head Office (designated party, Landlord EM) prior to allowing any new roommate.
5. The tenant agreed that he will not issue any keys to the front door of the residential premises or keys to the rental unit without written permission from Head Office (any representative of landlord at Head Office).
6. The tenant will pay the \$100.00 filing fee for this application to the landlord.
7. The parties agree that the landlord may apply to the Residential Tenancy Branch for an Order of Possession should the tenant fail to meet conditions 1 through 5 of this agreement.
8. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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 tenant agreed to all of the conditions above read to him individually and was given three opportunities to confirm his voluntary agreement to the terms and conditions of the continuing tenancy provided above.

Conclusion

To give effect to this settlement agreement, I order that the landlord remove Tenant VO from the written residential tenancy agreement and that both parties initial the change in the residential tenancy agreement.

I further order that the landlord add a copy of this settlement agreement as an addendum to the original written tenancy agreement.

I issue a monetary order in favour of the landlord in the amount of \$100.00. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: February 19, 2018

Residential Tenancy Branch