



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRACE INTERNATIONAL BAPTIST CHURCH
and [tenant name suppress]

DECISION

Dispute codes DRI CNE OLC LRE FF

Introduction

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

- an order regarding a disputed additional rent increase pursuant to section 43;
- cancellation of the landlord's One Month Notice to End Tenancy for End of Employment (the One Month Notice) pursuant to section 48;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;

The hearing was conducted by conference call. All named parties attended the hearing.

During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement.

Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant and landlord agree **that this tenancy will end no later than 1:00 p.m. on November 1, 2018**, and, the landlord will be granted an **Order of Possession** effective this date.
2. The rent for April 2018 has already been paid by the tenants and the landlord agrees that no further rent will be payable under this tenancy agreement for the period beginning May 1, 2018 up to the agreed upon move-out date of November 1, 2018.
3. If the tenants find suitable alternative accommodation the parties agree the tenants may vacate the rental unit before November 1, 2018 by providing the landlord at least 10 day's written notice to end the tenancy.

4. If the tenants vacate the rental unit before 1:00 p.m. on September 1, 2018, the landlord agrees to cover the tenants moving costs up to a maximum of \$1500.00. If the tenants vacate the rental unit between 1:00 p.m. on September 1, 2018 and 1:00 p.m. on October 1, 2018, the landlord agrees to cover the tenants moving costs up to a maximum of \$1000.00. The landlord will not be responsible for any moving costs if the tenants vacate any time after 1:00 p.m. on October 1, 2018. The parties further agree that in a scenario in which the landlord is to cover moving costs, the landlord is to be billed directly by the movers.
5. The landlord agrees to provide the tenants with favorable letters of reference signed by the Chair of the Board, A.J. for both the tenancy and employment periods.
6. The parties agree that the above terms constitute a full and final settlement of all matters under this application including any potential claim the tenants may have had for loss of use of a portion of the rental unit.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on November 1, 2018**. Should the tenant(s) 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: April 10, 2018

Residential Tenancy Branch