



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VERNON NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPQ

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession because the tenant does not qualify for the subsidized rental unit, pursuant to section 55.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the executive director for the landlord company named in this application and that she had permission to speak on its behalf as an agent at this hearing. This hearing lasted approximately 36 minutes in order to allow both parties to negotiate a full settlement of this application.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant confirmed receipt of the landlord's 2 Month Notice to End Tenancy because the Tenant does not Qualify for the Subsidized Rental Unit, dated January 22, 2018 ("2 Month Notice"). In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

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 and orders. 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 currently under dispute at this time:

1. Both parties agreed this tenancy will end by 1:00 p.m. on July 31, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is not entitled to one month's free rent compensation pursuant to the 2 Month Notice because it was not issued for landlord's use of property;
3. The landlord agreed that the landlord's 2 Month Notice, dated January 22, 2018, is cancelled and of no force or effect;
4. Both parties agreed that the tenant owes rent of \$630.00 to the landlord for each month on June 1, 2018 and on July 1, 2018;
5. The landlord agreed to offer the tenant a right of first refusal for a two-bedroom rental unit, at the same rental property where the tenant is currently residing, if it becomes available on or before July 31, 2018, provided that the tenant first pays for damages in the rental unit which are beyond reasonable wear and tear up to a maximum of \$450.00;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by

1:00 p.m. on July 31, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2018. 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.

The landlord's 2 Month Notice, dated January 22, 2018, is cancelled and of no force or effect.

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: June 05, 2018

Residential Tenancy Branch