



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Red Door Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing concerns an application by the tenant under the *Residential Tenancy Act* (the *Act*) to set aside the landlord's One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to Section 47 of the *Act*.

MU appeared for the landlord (the "landlord"). Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. 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.

### 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 agree as follows:**

1. The month-to-month tenancy between the parties continues.
2. The parties acknowledge the tenant has been repeatedly late paying rent since the start of the tenancy.
3. The parties agree the landlord shall be granted an Order of Possession.
4. The parties agree the landlord shall not enforce the Order of Possession providing the tenant makes all rent payments on time up to and including the month of July 2019.

5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Both parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

### Conclusion

Based on the above agreement, I find the landlord is entitled to an Order of Possession to be enforced by the landlord pursuant to the agreement between the parties set out above.

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: July 09, 2018

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Residential Tenancy Branch