



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LES INVESTISSEMENTS CLAME INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT, MT, OT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on August 13, 2018 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated July 26, 2018 (the "Notice").

The Tenant filed an amendment to the Application dated August 15, 2018 (the "Amendment"). The Amendment added a request for reimbursement for the filing fee and a request for more time to file the Application pursuant to section 66(1) of the *Residential Tenancy Act* (the "Act").

The Tenant appeared at the hearing with the Community Support Worker. The Manager appeared at the hearing for the Landlord. Three witnesses appeared at the hearing for the Landlord, none were involved in the hearing until required.

The Manager confirmed the correct rental unit address and this is reflected on the front page of this decision.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package, Amendment and evidence and no issues were raised in this regard.

There was no issue that there is a tenancy agreement between the Landlord and Tenant in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the Act which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and issue an Order of Possession. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on October 31, 2018.
2. The Notice is cancelled.
3. The Tenant withdraws the Application.
4. The Landlord has agreed to accept half of the monthly rent for October and to use the security deposit as the other half of the monthly rent.
5. The Tenant has agreed the Landlord can keep the security deposit and use it as half of the monthly rent for October.
6. All rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until 1:00 p.m. on October 31, 2018 except for any prior agreement about rent or the security deposit given the above terms.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

Further to the settlement agreement, the Notice is cancelled.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on October 31, 2018. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: September 28, 2018

Residential Tenancy Branch