



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC FF

### Introduction

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

- an Order of Possession for Cause pursuant to section 55 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

The landlord's agent, L.F., her director, U.W., the tenant, and the tenant's social worker, A.M. attended the hearing by way of conference call.

The tenant confirmed receipt of the landlord's 1 Month Notice to End Tenancy after it was posted on her door on July 13, 2018. Pursuant to sections 89 & 90 of the *Act*, the tenant is deemed served with this notice on July 16, 2018, three days after its posting.

The tenant confirmed receipt of the landlord's application for dispute resolution and evidentiary package after they were sent to her by way of Canada Post Registered Mail on August 23, 2018. Pursuant to sections 88 & 89 of the *Act*, the tenant is found to have been duly served in accordance with the *Act*.

### 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. 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 entered into a mutual agreement that this tenancy will end on December 31, 2018 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.

2. The parties agreed that this tenancy ends by way of a mutual agreement and not on the basis of the 1 Month Notice to End Tenancy issued on July 13, 2018.
3. Should the tenant find alternative accommodation and wish to vacate the property before December 31, 2018 the landlord agreed to waive the 30 day notice period required of a tenant to inform the landlord of their intention to vacate the property.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on December 31, 2018. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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.

As the parties reached a settlement, the landlord must bear the cost of their own filing fee.

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: October 9, 2018

---

Residential Tenancy Branch