



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE JOHN HOWARD SOCIETY OF THE LOWER MAINLAND
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPC

Introduction

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

- an order of possession for cause, pursuant to section 55.

The landlord's agent and the tenant's agent 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's agent confirmed that he was the property administrator for the landlord company named in this application and that he had permission to speak on its behalf at this hearing. The tenant's agent confirmed that she had permission to speak on behalf of the tenant named in this application, as an agent at this hearing.

The tenant's agent 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.

Settlement Terms

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 that this tenancy will end by 1:00 p.m. on October 31, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord's agent agreed that the landlord's 1 Month Notice to End Tenancy for Cause, dated June 14, 2018 ("1 Month Notice") was cancelled and of no force or effect;

3. The landlord's agent agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

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

I reconfirmed with the tenant's agent a number of times during this hearing, under oath, that she had permission to make this agreement on behalf of the tenant and that she understood the consequences of this agreement for the tenant to vacate the rental unit and the order of possession being issued. She stated that the tenant would comply with the above settlement terms and that he was agreeable to same.

The landlord's agent confirmed that he had permission to make this agreement on behalf of the landlord company named in this application.

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 October 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 October 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 1 Month Notice, dated June 14, 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: October 11, 2018

Residential Tenancy Branch