



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC OPC FFL

### Introduction

This hearing was scheduled to consider applications from both the tenant and landlord pursuant to the *Residential Tenancy Act* (the “*Act*”).

The tenant applied for:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause pursuant to section 47.

The landlord applied for:

- an Order of Possession for cause pursuant to section 55; and
- authorization to recover the filing fees for the application from the tenant pursuant to section 72.

Both parties 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 corporate landlord was represented by its agent MB who primarily spoke on behalf of the landlord (the “landlord”). The tenant represented herself with the assistance of her advocate.

As both parties were present service of documents was confirmed. The tenant confirmed that they were served with the landlord’s 1 Month Notice dated October 18, 2018, the landlord’s application for dispute resolution dated November 2, 2018 and the landlord’s evidence. The landlord testified that they were served with the tenant’s application for dispute resolution dated October 26, 2018 and evidentiary materials. Based on the testimonies of the parties I find that each party was served with the respective materials in accordance with sections 88 and 89 of 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. This tenancy will end on 12:00 pm February 28, 2019, by which time the tenant and any other occupants will have vacated the rental unit.
2. The parties agree that this tenancy will end by way of this settlement agreement. The 1 Month Notice dated October 18, 2018 is cancelled and of no further force or effect.
3. Both parties agree that they will abide by the *Residential Tenancy Act*, and the terms of the current tenancy agreement.
4. The tenant agrees that they will provide vacant access to the rental suite to the landlord and the landlord's agents for the purposes of construction and maintenance work which will be between the hours of 9 a.m. to 5 p.m. upon receipt of written notice from the landlord.
5. The landlord agrees that they will provide written notice to the tenant at least 5 days before any entry.
6. Both parties agree this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on February 28, 2019. 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 is at liberty to apply for an early end of the tenancy or monetary award should the tenant fail to abide by the terms of the settlement agreement 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: December 5, 2018

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Residential Tenancy Branch