



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JACKSON AVENUE HOUSING COOP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNDL-S, FFL

### 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;
- a monetary order for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant WB" did not attend this hearing, which lasted approximately 43 minutes. Tenant YD ("tenant"), the tenant's advocate and the landlord's agent ("landlord") 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 tenant confirmed that she had permission to represent tenant WB (collectively "tenants") and that her advocate had permission to speak on both tenants' behalf. The landlord confirmed that he was the building manager and that he had permission to present the landlord company named in this application.

The tenant 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 both tenants were duly served with the landlord's application.

The tenant was in receipt of the landlord's 1 Month Notice to End Tenancy for Cause, dated October 4, 2018 ("1 Month Notice"). The notice has an effective move-out date of November 10, 2018. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice.

### 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. The tenants agreed that they will not verbally abuse each other, other occupants or the landlord, outside the rental unit, for the remainder of their tenancy;
2. The tenants agreed that they will not use profane language towards each other, other occupants or the landlord, outside the rental unit, for the remainder of their tenancy;
3. The tenants agreed that they will not physically abuse each other, other occupants or the landlord, outside the rental unit, for the remainder of their tenancy;
4. The tenants agreed that they will not smoke outside on the porch, for the remainder of their tenancy;
5. The tenants agreed that will keep their dog leashed and muzzled at all times, outside of the rental unit, for the remainder of this tenancy;
6. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2019, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by conditions #1, #2, #3, #4 AND #5 above. In that event, the landlord's 1 Month Notice, dated October 4, 2018, is cancelled and of no force or effect;
7. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, if the tenants do not abide by conditions #1, #2, #3, #4 OR #5 above;
  - a. In the event that the tenants breach the above conditions #1, #2, #3, #4 OR #5, the landlord and 1 witness are required to witness the breach and provide a written notice to both tenants regarding the breach;
8. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
9. The landlord 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.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fourteen (14) day Order of Possession to be used by the landlord **only** if the tenants do not abide by conditions #1, #2, #3, #4, #5 OR #6 above of the above settlement. The landlord is provided with this Order in the above terms and the tenants must be served with this Order as soon as possible after they do not comply with the above agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenants abide by conditions #1, #2, #3, #4 AND #5 of the above settlement, I find that the landlord's 1 Month Notice, dated October 4, 2018, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on March 31, 2019.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

The landlord's application to retain the tenants' security deposit and for damage to the rental unit, is dismissed with leave to reapply, as these applications were premature and prior to the tenancy ending.

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 18, 2018

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Residential Tenancy Branch