



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, 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; and
- authorization to recover the filing fee for this application, pursuant to section 67.

The landlord's agent ("landlord") and the tenant 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 confirmed that she was the manager of accounts receivables for the landlord company named in this application and that she had permission to speak on its behalf at this hearing. This hearing lasted approximately 22 minutes.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package and the landlord confirmed receipt of the tenant's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application and the landlord was duly served with the tenant's written evidence package.

### 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 their dispute:

1. The tenant agreed to pay the landlord full monthly rent by the first day of each month for the remainder of this tenancy;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by condition #1 above. In that event, the landlord's 1 Month Notice to End Tenancy for Cause, dated January 8, 2019 ("1 Month Notice"), is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a thirty (30) day Order of Possession, which expires on March 1, 2020, if the tenant does not abide by condition #1 above and that the tenant is required to pay the outstanding rent within five (5) days of the first day of the month;
4. The landlord agreed to bear \$50.00, which is half the cost of the \$100.00 filing fee paid for this application;
5. The tenant agreed to pay the landlord \$50.00, which is half the cost of the filing fee for this application, by paying an additional \$25.00 with her rent payment due on April 1, 2019 and by paying an additional \$25.00 with her rent payment due on May 1, 2019;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of this dispute. 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 settles their dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached thirty (30) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on March 1, 2020** and it cannot be served upon the tenant after **March 1, 2020**. 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.

In the event that the tenant abides by condition #1 of the above settlement, I find that the landlord's 1 Month Notice, dated January 8, 2019, is cancelled and of no force or

effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$50.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$50.00 as per condition #5 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord must bear the cost of \$50.00, which is half the cost of the \$100.00 filing fee paid for this application.

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: March 07, 2019

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Residential Tenancy Branch