



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF MENNONITE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on March 29, 2019 (the "Application"). The Tenant applied for more time to extend the time limit established by the *Residential Tenancy Act* (the "Act"), as well as to obtain an order cancelling a One Month Notice to End Tenancy for Cause, dated February 28, 2019 (the "One Month Notice"), pursuant to the *Act*.

On May 14, 2019 the parties took part in a dispute resolution hearing. On May 14, 2019 the Arbitrator dismissed the Tenant's Application to cancel the One Month Notice dated February 28, 2019, and granted an order of possession to the Landlord as a result. On May 15, 2019 the Tenant submitted a review consideration based on new and relevant evidence that was not available at the time of the hearing.

On May 29, 2019 a review hearing was granted and scheduled for July 11, 2019. The Tenant, the Tenant's Advocate, L.W., as well as the Tenant interpreter S. (No last name provided), attended the review hearing. The Landlord's Agents, J.L., C.S., N.S., and K.M also attended the review hearing. All in attendance provided affirmed testimony.

Settlement Agreement

At the start of the hearing, the parties indicated that they have settled their dispute. During the hearing, the parties agreed to settle this matter.

The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

The parties agreed that the Landlord will extend the Tenant's tenancy until September 30, 2019 just as long as the Tenant abides by the following conditions which the parties have all agreed to in writing on June 28, 2019, which has been submitted into evidence in support.

1. The parties agree that the Tenant will not have an oven in the rental unit for the duration of his tenancy.
2. The Tenant is to make arrangements to have his rental unit cleaned and have a large amount of items removed from his rental unit to the satisfaction of the Landlord, on or before July 31, 2019.
3. The Tenant consents to the Landlord inspecting the Tenant's rental unit every other Thursday, which is to commence on July 18, 2019 at a mutually agreed time.
4. The Tenant agrees to take medications as prescribed by his homecare worker.
5. The Tenant agrees to not bring in any more items into his rental unit until the end of his tenancy.
6. The parties agree that the Landlord is being granted an Order of Possession which is effective 2 days upon service to the Tenant, should the Tenant not comply with the mutually agreed terms outlined above.
7. The Tenant agrees to withdraw his Application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord is granted a conditional order of possession, which will be effective two (2) days after service on the Tenant. If the tenant fails to comply with the order of

possession it may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: July 11, 2019

Residential Tenancy Branch