



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Red Door Housing Society
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes CNQ

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, via teleconference, was held on August 13, 2019. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancellation of the Landlord's 2 Month Notice to End Tenancy which was issued because *the Tenant Does Not Qualify for Subsidized Rental Unit* (The Notice)

Both sides were represented at the hearing. All parties provided testimony and were given a full opportunity to be heard, to present evidence and to make submissions. Both parties confirmed receipt of each other's documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to cancel the Notice, and withdraw this application in pursuit of the following settlement agreement.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **December 31, 2019, at 1pm.**
- The Tenant will pay “market” rent for the unit until the end of the tenancy. This amount is \$1,422.00 per month, as confirmed in the hearing. The remainder of the tenancy agreement remains unchanged.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective December 31, 2019, at 1pm to reflect the end of tenancy.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective December 31, 2019, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: August 13, 2019

Residential Tenancy Branch