



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKSVILLE LIONS HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, CNC

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on January 14, 2020, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause issued on January 9, 2020 (the "Notice") as well as an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement.

The hearing of the Tenant's Application was scheduled for teleconference at 9:30 a.m. on March 12, 2020. Both parties called into the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

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.

The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy shall continue until ended in accordance with the *Act*.
2. By no later than March 31, 2020, the Tenant shall provide to the Landlord written proof that her son, D.R., has secured alternate housing.
3. Should the Tenant fail to provide the Landlord with proof as required by paragraph 2 above, the tenancy shall end. In furtherance of this, the Landlord is granted an Order of Possession effective 2 days after service. The Landlord must serve the Order on the Tenant and may if necessary, file and enforce the Order in the B.C. Supreme Court. The Landlord shall make no use of the Order of Possession should the Tenant provide the Landlord with the required proof.
4. The Tenant shall not provide D.R. her key to her rental unit, the fob for the rental building or the key to the rental building and shall ensure that at all times, D.R. is only visiting the rental unit when the Tenant is present and in accordance with clause 12 of the Residential Tenancy 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: March 12, 2020

Residential Tenancy Branch