



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VERNON NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on August 23, 2022, wherein the Landlord sought an Order of Possession and monetary compensation based on an undisputed 10 day Notice to End Tenancy issued on August 5, 2022 (the "Notice") and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 9:30 a.m. on November 7, 2022. Both parties called into the hearing. The Landlord was represented by the office manager, M.J., the executive director, K.G. and the administrative assistant, S.M. The Tenant called in on her own behalf. 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 reached a comprehensive settlement. Pursuant to section 63 of the *Residential Tenancy Act* (the "Act"), I record their agreement in this my Decision and resulting Orders. 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 the matters raised in the Landlord's Application. The terms of the settlement are as follows.

1. The Tenant will vacate the rental unit by no later than **1:00 p.m. on November 15, 2022.**
2. The Landlord is entitled to an Order of Possession effective **1:00 p.m. on November 15, 2022.** This order may be filed in the Supreme Court and enforced as an order of that Court.
3. Should the Tenant vacate the rental unit as agreed, the Landlord shall not pursue payment of the outstanding rent of \$4,340.00 (as of the date of the hearing). Should the Tenant not vacate the rental unit as agreed the Landlord may apply for further monetary compensation including payment of the outstanding rent and any other losses related to the tenancy.
4. In any event of the end of the tenancy the Landlord is at liberty to apply for compensation for losses incurred after the date of the hearing.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: November 07, 2022

Residential Tenancy Branch