



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Affordable Housing Non-Profit Rental Association  
and [tenant name suppressed to protect privacy]

## DECISION

## AND

## RECORD OF SETTLEMENT

### Dispute Codes:

CNQ, OPT

### Introduction

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the Act), to cancel a 2 month Notice to End Tenancy pursuant to Section 49.1 of the Act (Tenant ceases to qualify for rental unit) with an effective date of March 31, 2013, and obtain an Order of Possession. The tenant still resides in the unit therefore already has possession. The tenant occupies a subsidized rental unit operated by the landlord, on behalf of British Columbia Housing Management commission (BC Housing) – a public housing body.

Both parties attended the hearing and were provided opportunity to submit document evidence relevant to their dispute, and present testimony respecting their dispute, and to attempt to resolve their dispute.

During the course of the hearing the parties discussed their dispute, turned their minds to compromise and, in good faith, agreed to settle the issues in dispute in satisfaction of the tenant's application and to the full satisfaction of both parties, and that I record their Settlement as per Section 63 of the Residential Tenancy Act, as follows:

1. Both parties agree the tenant will provide the landlord **with *third-party documentation*** which supports, verifies, and otherwise corroborates the financing for 2 property pre-sale agreements entered into by the tenant in April 2006, in the sum amount of \$148,800. It was agreed by both parties that *third-party* refers to entities such as financial institutions, and that *third-party documentation*, refers to such items as bank statements.

2. Both parties agree the aforementioned *third-party documentation* will be provided to the respective representative(s) at BC Housing on or before **April 18, 2013**.
3. Both parties agree that if the tenant does not provide the landlord / BC Housing with the agreed documentation by the agreed date, the landlord will serve the tenant with an Order of Possession **effective May 31, 2013**, and the tenancy will end in accordance with that Order.

### **Conclusion**

As per the parties' settlement agreement, **I grant** the landlord an Order of Possession, effective **May 31, 2013**. It is understood by both parties that the landlord will not serve the tenant with the Order of Possession if the tenant fulfills their obligations of the settlement agreement.

If necessary, the tenant must be served with the Order of Possession. Should the landlord serve the Order of Possession on the tenant and the tenant fails to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**This Decision and Settlement is final and binding on both parties.**

*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, 2013

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Residential Tenancy Branch

