



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *OPC, OPB, MND.*

### **Introduction**

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for damages and the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

### **Background and Evidence**

The tenancy started in August 2013. The monthly rent is \$365.00 due in advance on the first day of the month.

On September 25, 2014, the landlord served the tenant with a notice to end tenancy for cause. The tenant did not dispute the notice and agreed to move out by the effective date of the notice which was October 31, 2014. The tenant failed to do so and requested additional time. The landlord agreed and accepted rent for use and occupancy only.

The tenant did not move out and the landlord allowed the tenancy to continue over the Christmas season and continued to issue receipts for use and occupancy only. The tenant is wheel chair bound and has the assistance of Home Health and Mental Health.

During the hearing, the parties had engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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.

During this hearing, the parties confirmed that they had reached an agreement to settle their dispute on the following terms.

- The landlord agreed to allow the tenancy to continue till March 31, 2015.
- The tenant agreed to move out on or before 1:00 pm on March 31, 2015.
- An order of possession will be issued to the landlord effective this date.
- Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 pm on March 31, 2015.**

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 04, 2015

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Residential Tenancy Branch

