



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, OPB, FF

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for an Order of Possession based on a notice to end tenancy for cause and for a breach of the tenancy agreement by the Tenant. The Landlord also applied to recover the filing fee from the Tenant.

An agent for the Landlord, the Tenant, and the Tenant’s legal advocate appeared for the hearing. The Tenant’s legal advocate confirmed receipt of the Landlord’s Application and evidence for this hearing.

However, before I heard the testimony and evidence of both parties in relation to the Landlord’s Application, the Tenant’s legal advocate requested that they put forward a settlement offer to the Landlord’s agent in an effort to resolve this dispute. The parties discussed the other issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute by agreeing to mutually end the tenancy. The term and conditions of the agreement are detailed below.

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. Both parties agreed to resolve the Landlord’s Application **in full satisfaction** as follows:

1. The parties agreed to end the tenancy on **June 30, 2015** which gives the Tenant sufficient time to vacate the rental suite and find new accommodation.
2. The Tenant is allowed to vacate the rental suite at an earlier time if she is able to find suitable accommodation in the interim time period. If this occurs, the Tenant must provide the Landlord written notice of the date the tenancy is to be ended

earlier; the Landlord's agent agreed that the tenancy will be mutually ended to allow the Tenant to leave at the earliest opportunity.

3. The Tenant is still responsible to pay rent for the duration of the time she continues to occupy the rental unit.
4. The Tenant's legal advocate provided the Landlord with his contact details in an effort to assist the parties in ensuring the terms of this agreement are met by the Tenant.
5. The Tenant consented to the Landlord deducting \$50.00 from the Tenant's security deposit at the end of the tenancy to satisfy the Landlord's claim for the recovery of the filing fee.

In order to give effect to the above agreed conditions, the Landlord is issued with an Order of Possession which is dated effective June 30, 2015. This order may be enforced **only** if the Tenant fails to vacate the rental suite by the agreed date.

Copies of this order are attached to the Landlord's copy of this decision and may be enforced in the Supreme Court of British Columbia as an order of that court. This agreement is legally binding and does not affect the parties' rights to other remedies under the Act.

Conclusion

The parties agreed to end the tenancy through mutual consensus. The Landlord is granted an Order of Possession to enforce this agreement. The Landlord may deduct the filing fee from the Tenant's security deposit.

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: April 23, 2015

