



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission  
and [tenant name suppressed to protect privacy]

### **DECISION**

#### Dispute Codes OPC

This hearing dealt with the landlord's application for an order of possession. Both parties appeared and had an opportunity to be heard. After a careful and respectful conversation the landlord and the tenant agreed that it was in both of their best interests if the tenancy ended amicably. The parties advised that the rent had been paid to the end of September.

The landlord agreed to provide the tenant with a rent subsidy and all the necessary documentation to allow the tenant to obtain private market housing. Recognizing that some time will elapse between the submission of application for the subsidy and the receipt of the documentation confirming that the tenant is receiving a rent subsidy the property manager for the landlord undertook to provide the tenant with a letter on the landlord's letterhead confirming that the tenant will be receiving a rent subsidy and to speak to any potential landlord who has questions about the program.

Based upon the landlord's undertaking to provide him with a rent subsidy the tenant agreed that his tenancy would end, by mutual agreement, at **1:00 pm on September 30, 2015**, and that an order of possession for that date and time would be granted to the landlord.

The tenant is currently bound by a Peace Bond which limits his ability to interact with the landlord's employees. The parties agreed that the tenant would arrange for an agent who will communicate with the landlord's employees on his behalf. The tenant stated that he had someone in mind and confirmed that he had the property manager's direct telephone number.

The property manager asked the tenant to leave the unit empty, with a clean bathroom and kitchen. He told the tenant not to worry about carpet cleaning or painting and he advised the tenant that if there was only ordinary wear and tear in the unit, there would be no charge for damages. The tenant undertook to leave the unit in the condition requested.

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: September 08, 2015

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**Residential Tenancy Branch**

