



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55.

"Tenant CP" did not attend this hearing, which lasted approximately 54 minutes. The landlord's two agents (collectively "landlord") and tenant MA ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Both landlord agents, who are the building and area managers, confirmed that they had permission to speak on behalf of the landlord company named in this application at this hearing. The tenant confirmed that she had permission to speak on behalf of tenant CP at this hearing.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's application.

### Settlement Terms

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 and an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of their dispute:

1. The tenants agreed to pay the landlord full monthly rent by the first day of each month;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenants abide by condition #1 above. In that event, the landlord's 1 Month Notice, dated November 2, 2017, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a ten (10) day Order of Possession, which expires on February 2, 2019, if the tenants do not abide by condition #1 above;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application at this hearing.

These particulars comprise the full and final settlement of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

#### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached ten (10) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES ON February 2, 2019** and it cannot be served upon the tenant(s) after **February 2, 2019**. The tenant(s) must be served with this Order in the event that the tenant(s) do not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenants abide by condition #1 of the above settlement, I find that the landlord's 1 Month Notice, dated November 2, 2017, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

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: February 02, 2018

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Residential Tenancy Branch