



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIGHTSIDE COMMUNITY HOMES FOUNDATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC; CNC, FF

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.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated January 12, 2018 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's two agents (collectively "landlord") and the tenant and his agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 46 minutes in order to allow both parties to fully settle both applications.

Both landlord agents, who are the tenancy coordinator and director of operations, confirmed that they had permission to speak on behalf of the landlord company named in this application at this hearing. The tenant's agent confirmed that he had permission to speak on behalf of the tenant at this hearing. The tenant did not testify at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party'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. Both parties agreed that this tenancy will end pursuant to a thirty (30) day Order of Possession, which expires on March 19, 2019, if the fire department attends at the tenant's rental unit after March 19, 2018, and issues a written report to both parties indicating that the tenant caused a serious fire hazard to the rental building and its occupants;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that condition #1 above does not occur. In that event, the landlord's 1 Month Notice, dated January 12, 2018, is cancelled and of no force or effect;
3. The tenant's agent agreed to provide the landlord with an updated letter regarding the tenant's current condition, their assistance with his housing situation, and their contact information so the landlord can contact them directly with any concerns, from the tenant's current social work case manager, by March 31, 2018;
4. Both parties agreed that the landlord has authorization to contact the tenant's agent directly regarding the tenant's tenancy, provided that the tenant's agent signs the landlord's authorization which will be provided by the landlord and the tenant's agent provides his power of attorney for the tenant to the landlord;
5. The tenant agreed to bear his own cost for the \$100.00 filing fee paid for his application;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications 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 thirty (30) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES ON March 19, 2019** and it cannot be served upon the tenant after **March 19, 2019**. The tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant 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 condition #1 of the above settlement does not occur, I find that the landlord's 1 Month Notice, dated January 12, 2018, 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*.

The tenant must bear the cost of the \$100.00 filing fee paid for his application.

I order both parties to comply with conditions #3 and #4 as outlined in the above agreement.

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 19, 2018

Residential Tenancy Branch