



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEIGHBOURHOOD HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

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

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

Issues to be Decided

1. Is the landlord entitled to an early termination of tenancy and Order of Possession, pursuant to section 56 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenant, pursuant to section 72 of the *Act*?

Analysis

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

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant's tenancy in the subject rental unit will terminate effective 12 noon on June 30, 2019.
2. The landlord is entitled to an Order of Possession with respect to the subject rental unit, effective 12 noon on June 30, 2019.
3. The tenant will provide the landlord with vacant possession of the subject rental unit by no later than 12 noon on June 30, 2019.
4. The landlord is immediately entitled to deactivate all but one fobs issued to the tenant.
5. The tenant agrees to abide by the terms of his lease with respect to the subject rental unit for the remainder of his tenancy.
6. Without in any way limiting his obligations under his lease, the tenant agrees to abide by the following conditions for the remainder of his tenancy:
 - a. The tenant is not to provide his fob or the keys to the subject rental unit to anyone without the express permission of the landlord, through its agent, J.H., and only on the express understanding that the recipient of the fob and/or keys is not to provide them to anyone else.
 - b. Other than his mother and his care worker, the tenant will have no more than one guest in the building at a time. K.L. is not permitted at the subject rental unit between the hours of 7:00 p.m. and 11:00 a.m.
 - c. Other than his mother and his care worker, the tenant's guests will not be permitted to enter or use the laundry room, amenity room, or other common spaces in the building unless accompanied by the tenant.
 - d. Save for in case of emergency, the tenant and his guests will not use or open the fire door at the back of the building.
 - e. The tenant and his guests will keep the peace and there will be no loud music or other noises or disturbances. The tenant will ensure music is off in the subject rental unit between 10:00 p.m. and 8:00 a.m.
 - f. The tenant and his guests will behave civilly to staff, residents, and others in and around the building, and will not verbally or physical abuse, intimidate, or harass anyone, including staff, residents, or guests.
 - g. The tenant and his guests will not smoke in prohibited areas in the building (including elevators and hallways).
7. The landlord shall be entitled, on one clear days' notice, (notice to be effective by email to the tenant's advocate) to apply to the Residential Tenancy Branch for an earlier Order of Possession if it sees fit, and the tenant specifically agrees that a breach of any of the terms of his lease or any of the above conditions or any

other terms of his lease shall entitle the landlord to an immediate Order of Possession from the Residential Tenancy Branch.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession to the landlord effective June 30, 2019 at 12:00 p.m.

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.

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: June 03, 2019

Residential Tenancy Branch