



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC PSF RP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on September 19, 2019. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony. Each party confirmed receipt of each other's documentary evidence.

The Tenant confirmed in the hearing that he was recording the hearing with his cell phone. The Tenant was ordered to stop recording and he was also ordered to delete the recording. I note the following Rule of Procedure:

Recording of hearings

6.11 Recording prohibited

Persons are prohibited from recording dispute resolution hearings, except as allowed by Rule 6.12. Prohibited recording includes any audio, photographic, video or digital recording.

6.12 Official transcript

A party requesting an official transcript by an accredited Court Reporter must make a written request stating the reasons for the request to the other party and to the Residential Tenancy Branch directly or through a Service BC Office not less than seven days before the hearing.

The Tenant advised that he was going to delete the recordings. However, I find it important to note the following portion of the Act:

Administrative penalties

87.3 (1) *Subject to the regulations, the director may order a person to pay a monetary penalty if the director is satisfied on a balance of probabilities that the person has*

(a) contravened a provision of this Act or the regulations, or

(b) failed to comply with a decision or order of the director.

Since the Tenant admitted to recording the hearing in a manner which contravened the Rules of Procedure, he was ordered to stop. He was also ordered to delete the recording. These orders stand, and failure to comply with an order may result in administrative penalties.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Residential Tenancy Act* (the “Act”), some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on the Tenant’s application with the exception of the following ground:

- to cancel a 1-Month Notice to End Tenancy for Cause (the “Notice”).

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties decided that they would prefer to form their own agreement (below), rather than have me make a decision as to whether not there are sufficient grounds to end the tenancy based on the Notice. Both parties agreed to enter into a settlement agreement in order to have control over the outcome of the issues. Both parties agreed to end the tenancy as laid out below.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will move out of the rental unit by **December 31, 2019, at 1pm.**
- The Notice issued on July 9, 2019, is cancelled.
- The Tenant will pay the pet deposit to the Landlord by September 30, 2019.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

To give effect to the settlement reached by the parties, I also grant the Landlords an Order of Possession effective December 31, 2019, at 1pm to reflect the end of tenancy.

Conclusion

In support of the agreement described above, the Landlords are granted an order of possession effective December 31, 2019, at 1pm and after service on the Tenant. The Landlords may serve and enforce this Order if the Tenant fails to move out as specified above.

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 19, 2019

Residential Tenancy Branch