



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the landlord's lawyer, and the tenant's 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 22 minutes.

The landlord confirmed that her lawyer had permission to speak on her behalf. The tenant confirmed that she had power of attorney to represent her father, who is the tenant, at this hearing. Two witnesses called in on behalf of the landlord and were excluded from the outset of the hearing. The landlord's witnesses did not return to the hearing, as both parties settled this application.

The tenant's agent 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 the tenant was duly served with the landlord's application.

Both parties confirmed that they were ready to proceed with the hearing, settle this application and they had no objections.

Preliminary Issue – Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing
Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

The hearing took 22 minutes because the landlord was upset and argumentative throughout the hearing. For the first 16 minutes of the hearing, the landlord did not know who her witnesses and agents were and argued with me about the role of these people. I notified her that her witnesses and agents should have been arranged prior to the hearing, so that we could proceed. I informed her that witnesses could not hear the testimony of parties during the hearing and they had to be excluded from the hearing. When both of the landlord's witnesses were excluded from the hearing, the landlord stated that one of them was her agent and she wanted to call her back. After speaking privately with her lawyer, the landlord then decided that the person would be a witness rather than an agent during the hearing.

I provided the landlord with time during the hearing to speak privately to her lawyer in order to figure out the role of her agents and witnesses. When I attempted to answer the landlord's questions, she interrupted me, spoke at the same time as me and argued with me. However, I allowed the landlord to attend the full hearing, despite this behaviour, in order to allow her to speak and settle this application.

I caution the landlord to not engage in the same inappropriate behaviour at any future hearings at the RTB, as this behaviour will not be tolerated, and she may be excluded from future hearings. In that case, a decision will be made in the absence of the landlord.

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 orders. 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 all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end pursuant to a two (2) day order of possession, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. Both parties understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession effective two (2) days after service on the tenant, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. 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.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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: July 03, 2020

Residential Tenancy Branch