



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNETC, FFT

### Introduction

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

- a monetary order for compensation of \$18,000.00 from the landlord related to a Two Month Notice to End Tenancy for Landlord's Use of Property, dated February 2, 2021 ("2 Month Notice"), pursuant to sections 51 and 67; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's agent and the 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. This hearing lasted approximately 75 minutes.

The hearing began at 1:30 p.m. with me and the tenant present. The landlord's agent called in late at 1:36 p.m. I informed the landlord about what occurred in her absence. The hearing ended at 2:45 p.m.

The landlord's agent confirmed that she was the wife of the landlord named in this application and that she had permission to speak on his behalf. She confirmed the landlord's name and spelling, the rental unit address, and stated that the landlord owns the rental unit. Both parties confirmed their email addresses for me to send a copy of this settlement agreement to them after this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord's agent and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

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

The landlord's agent stated that she did not serve the landlord's evidence to the tenant, she only uploaded it to the RTB website on November 7, 2021. The tenant said that he did not receive the landlord's evidence. I informed both parties that I could not consider the landlord's evidence because it was not served to the tenant, as required. However, I was not required to consider the landlord's evidence since I did not make a decision and both parties voluntarily settled this 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 orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenant \$12,000.00 total, by way of certified cheques or bank drafts, according to the following terms:
  - a. \$6,000.00 will be paid by November 10, 2021;
  - b. \$6,000.00 will be paid by December 9, 2021;
2. The landlord agreed that the tenant can pick up his oil barrel from the rental unit by November 10, 2021;
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing and any issues arising out of this tenancy;

5. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

During this hearing, I repeatedly confirmed the above settlement terms with the landlord's agent. The landlord's agent repeatedly affirmed, under oath, that she was voluntarily agreeing to the above settlement terms on behalf of the landlord, and she understood they were legal, binding, and enforceable against the landlord. The landlord's agent repeatedly affirmed, under oath, that she agreed and understood that neither she nor the landlord could not change the settlement terms after the hearing was over and she knew it was a full and final settlement of this application. The landlord's agent was given ample time to think about, discuss, and review the terms of this settlement during this hearing. She confirmed that she had permission to make this agreement on behalf of the landlord.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 75-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

### Conclusion

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement reached between the parties, and as discussed with both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$12,000.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$12,000.00 as per condition #1 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenant 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: November 09, 2021

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Residential Tenancy Branch