



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FFL

Introduction

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

- an order of possession for landlord's use of property, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the landlord's English language translator, the landlord's agent, and the two tenants, male tenant ("tenant") and "female 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 31 minutes.

This hearing began at 9:30 a.m. and ended at 10:01 a.m. The landlord, his translator, and agent exited the teleconference line at 9:33 a.m. and called back in immediately using a different telephone line. I was unable to hear them properly with their speakerphone function, due to the echoing, screeching, and feedback. The tenant called in on a separate phone line from the female tenant, at 9:34 a.m., as I was unable to hear them properly with their speakerphone function, due to the echoing and feedback.

The landlord confirmed that his agent had permission to speak on his behalf. He stated that his son had permission to assist him with English language translation at this hearing. He said that he owns the rental unit, he confirmed the rental unit address, and he agreed that this decision could be emailed to his agent after this hearing. The landlord's agent provided his name, spelling, and email address. The landlord's translator provided his name and spelling.

The female tenant confirmed that her son, the tenant, had permission to speak on her behalf at this hearing. The female tenant provided her email address for me to send this decision to both tenants after this hearing.

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The landlord, the landlord’s translator, the landlord’s agent, and the two tenants all separately affirmed, under oath, that they would not record this hearing. At the outset of this hearing, I explained the hearing and settlement processes, and potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. 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. Neither party made any adjournment or accommodation requests.

The tenant 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.

The tenant stated that the tenants did not provide any documentary evidence for this hearing.

The tenant confirmed receipt of the landlord’s Two Month Notice to End Tenancy for Landlord’s Use of Property, dated May 25, 2021 (“2 Month Notice”). A copy of the notice was provided for this hearing. Both parties agreed that the effective move-out date on the notice is July 31, 2021. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord’s 2 Month Notice.

Preliminary Issue – Inappropriate Behaviour by the Tenants during this Hearing

Rule 6.10 of the 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.

During this hearing, both tenants interrupted me, argued with me, laughed while I was speaking, and made inappropriate comments towards me. They became angry and upset when I informed them that I could not provide legal advice to them. I informed them that they could hire a lawyer to obtain legal advice. I notified them that RTB information officers only provide information, not legal advice to parties. I informed them that I could not advise them whether to file any future RTB applications, what to include in them, or why.

The female tenant asked for my name again at the end of this hearing. I provided my surname to her again with the spelling. I informed her that I already provided it at the beginning of this hearing, and it would be on a copy of this decision.

I cautioned the tenants about their inappropriate behaviour multiple times during this hearing, but they continued with it. However, I allowed the tenants to attend the full hearing, despite their inappropriate behaviour, since the tenants asked to settle this matter from the outset of this hearing. The tenants reached a settlement at this hearing, on the exact terms that they requested from 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 by 9:00 a.m. on February 5, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated May 25, 2021;
3. Both parties agreed that the tenants are entitled to one-month free rent compensation pursuant to the 2 Month Notice and section 51 of the *Act*, which has already been enforced by both parties, as the tenants received free rent from July 1 to 31, 2021:

4. The landlord agreed that the tenants are not required to pay any rent to the landlord for the period from February 1 to 5, 2022;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. Both parties agreed to meet and complete a move-out condition inspection and report at the rental unit at 9:00 a.m. on February 5, 2022;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 31-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

During this hearing, I repeatedly confirmed the above settlement terms with the tenants. The tenants repeatedly affirmed, under oath, that they were agreeable to the above settlement terms and they understood that they were legal, final, binding and enforceable. The tenants repeatedly affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application. The tenants were given ample time to discuss and review the terms of this settlement with each other, during this hearing.

Conclusion

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

I order that the tenants are not required to pay rent to the landlord for the period from July 1 to 31, 2021, which has already been enforced by both parties.

I order that the tenants are not required to pay rent to the landlord for the period from February 1 to 5, 2022.

To give effect to the settlement reached between the parties and as advised to them during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 9:00 a.m. on February 5, 2022. The tenant(s) must be served with this Order. Should the tenant(s) 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: January 11, 2022

Residential Tenancy Branch