



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT; CNC, FFT

Introduction

This hearing dealt with the tenant's first application for dispute resolution, filed on April 26, 2023, under the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated April 16, 2023, and effective on June 21, 2023 ("2 Month Notice"), under section 49 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for his first application, under section 72 of the *Act*.

This hearing also dealt with the tenant's second application for dispute resolution, filed on June 27, 2023, under the *Act* for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated June 13, 2023, and effective on July 13, 2023 ("1 Month Notice"), under section 47 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for his second application, under section 72 of the *Act*.

The landlord, the tenant, and the tenant's advocate attended this 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 32 minutes from 11:00 a.m. to 11:32 a.m. The tenant left the hearing at 11:11 a.m. and returned at 11:16 a.m., in order to discuss the hearing and settlement options privately with his advocate.

All hearing participants confirmed their names and spelling. The landlord and the tenant both provided their email addresses for me to send copies of this decision to both parties after this hearing.

The landlord stated that she owns the rental unit. She provided the rental unit address.

The tenant stated that his advocate had permission to assist him at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, both parties confirmed that they were ready to proceed with this hearing, they wanted to settle both applications, and they did not want me to make a decision.

The landlord confirmed receipt of the tenant’s two applications for dispute resolution hearing packages. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant’s two applications.

The landlord affirmed that she did not provide any evidence for this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to include the full legal first name of the tenant. The landlord and the tenant consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

Settlement Terms

Pursuant to section 63 of the *Act*, 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 this hearing, the parties privately 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 5:00 p.m. on September 30, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that all of her notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. The tenant agreed to pay the landlord outstanding rent of \$3,100.00 by August 15, 2023, by way of e-transfer to the landlord's email address, which was verbally confirmed by both parties during this hearing;
4. The tenant agreed to bear the cost of the two \$100.00 filing fees, totalling \$200.00, paid for both of his applications;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his two applications.

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 32-minute hearing. Both parties were provided with ample time during this hearing to speak privately with each other and to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

The tenant agreed that he reached the above settlement agreement with the assistance of his advocate during this hearing.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with both parties during this hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on September 30, 2023, as per condition #1 of the above agreement. The tenant must be served with a copy of 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.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the landlord's favour in the amount of \$3,100.00. I deliver this order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$3,100.00 as per condition #3 of the above agreement. The tenant must be served with a copy of this order. Should the tenant 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 two \$100.00 filing fees, totalling \$200.00, paid for both of his applications.

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: August 14, 2023

Residential Tenancy Branch