



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, O

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The tenant and landlord's agent attended the hearing at the designated time.

The tenant's application for an order requiring the landlord to comply with the Act, regulation or tenancy agreement relates to the 1 Month Notice.

Amendment to Tenant's Application

At the hearing I asked the tenant if he wished to amend his application to the name of the corporate landlord, which issued the 1 Month Notice. The tenant informed me he wished to do so. As the named individual landlord is an employee of the corporate landlord, I amended the tenant's application to reflect the landlord's name. This amendment is reflected in the style of cause to this decision.

Prior Application and Scope of This Application

The landlord made a prior application for an early end to tenancy. I adjudicated that dispute. The landlord was successful in securing an order of possession on its

application for an early end to tenancy. The tenant was served with the prior decision and order of possession on 20 July 2016.

Background to Settlement

Pursuant to section 63 of the Act, an 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.

At the commencement of the prior hearing I informed the parties that applications before the Residential Tenancy Branch may be resolved in one of two ways: mediation or adjudication.

In applications such as these, if in the course of mediation parties are able to reach an agreement as to terms under which the tenancy would continue or terms under which the tenancy would end, that settlement is recorded as a decision of the Residential Tenancy Branch and any order necessary to implement the settlement is issued by the Branch and has the same force and effect as if it were issued as a result of adjudication.

I informed the parties that settlement discussions occur on a “without prejudice basis”, which means that I understand that parties may make concessions that do not have to do with admission of any liability or waiver of any right, but have to do with personal, business, or other pragmatic reasons and a desire to reach a mutually agreed to solution to the problems in the tenancy. I informed the parties that in the course of a mediated outcome, I would not hear evidence, but that if the mediation was unsuccessful, the hearing would convert to the adjudicative model and I would hear any submissions on the issue of the 1 Month Notice.

The tenant asked me questions about his legal options. I informed the tenant that I could not provide him with legal advice. The tenant asked if lawyers could assist him. I informed the tenant that a lawyer could provide him with legal advice.

The landlord extended an offer to the tenant to extend the tenancy until 31 July 2016. The tenant stated that he had “no choice” but to accept. I informed the tenant that he had the choice to accept the offer, reject the offer or make a counteroffer of his own. I informed the tenant that I would not register a settlement between the parties unless the tenant was entering into the settlement of his own freewill. The tenant acknowledged that he was entering into the settlement of his own freewill but stated that he felt pressured by the circumstances (in particular the prior decision).

The tenant and landlord acknowledged that I informed the tenant that entering into a settlement that resulted into an end to tenancy in today's hearing may prejudice his ability to challenge the prior decision and seek other legal remedies.

Record of Settlement

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw the 1 Month Notice.
2. The landlord agreed to waive the right to enforce the order of possession issued 15 July 2016.
3. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 31 July 2016.

Each party stated that he understood the terms of this agreement and agreed to it. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's 1 Month Notice is withdrawn. The landlord waives the right to exercise the order of possession issued 15 July 2016 and served 20 July 2016.

The landlord is provided with a formal copy of an order of possession effective one o'clock in the afternoon on 31 July 2016. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: July 20, 2016

Residential Tenancy Branch