



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0376898 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET; CNL, MNDC, OLC, ERP, RP, LRE

### Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56.

This hearing also dealt with the three tenants' cross-application against the two landlords, pursuant to the *Act* for:

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49;
- a monetary order for \$12,000.00 for compensation for damage or loss under the *Act, Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to complete emergency and regular repairs to the rental unit, pursuant to section 33; and
- an order to suspend or set conditions on the landlords' right to enter the rental unit, pursuant to section 70;

"Tenant BS" did not attend this hearing, which lasted approximately 92 minutes. The individual landlord BH ("landlord") and the two other tenants, tenant CAS ("tenant") and "tenant CRS" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the managing director and owner of the landlord company named in these applications and that he had permission to speak on its behalf, as an agent at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Neither party provided a copy of the 2 Month Notice for this hearing. However, both parties confirmed that the landlords had served the tenants with a 2 Month Notice to end this tenancy. In accordance with sections 88 and 90 of the *Act*, I find that the three tenants were duly served with the landlords' 2 Month Notice.

#### Preliminary Issue – Agency

This hearing began at approximately 11:00 a.m. and concluded at approximately 12:32 p.m. Tenant CRS joined the hearing unexpectedly at the end of the conference around 12:15 p.m., was not affirmed under oath as the landlord and the tenant were, and would not respond to my questions but began yelling at me after taking the telephone from the tenant. At other times during the hearing, tenant CRS could be heard yelling in the background and the tenant continued to talk to tenant CRS while the hearing was ongoing.

During the hearing, tenant CRS began alleging that her mother, the tenant, did not have permission to speak on her behalf. At the outset of the hearing, the tenant confirmed that she had authority to speak on behalf of her daughter, tenant CRS, and her granddaughter, tenant BS, as an agent at this hearing. The tenant confirmed that tenant CRS was sleeping and unable to participate in the hearing. During the hearing, I repeatedly affirmed with the tenant a number of times, under oath, that she had permission to speak on behalf of both tenant CRS and tenant BS, as an agent at this hearing, as she had filed her application as the primary applicant, and also included the other two tenants' names on her application.

The tenant claimed that she did not realize that she had to get written permission to represent any other parties at this hearing. I explained to the tenant that she did not require written permission but verbal affirmation under oath was sufficient.

As the tenant confirmed, a number of times under oath throughout the hearing, that she had permission to speak on tenant BS' and tenant CRS' behalf as an agent at this hearing, I accepted this agency relationship. Accordingly, this decision, order of possession and monetary order are enforceable against all tenants named in this application, including tenant BS and tenant CRS, and both landlords.

Preliminary Issue – Inappropriate Behaviour by the Tenant and Tenant CRS 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.*

This hearing lasted approximately 92 minutes, mainly due to repeated interruptions from tenant CRS during the hearing. I was also required to explain a number of concepts to the tenant throughout the hearing, regarding settlement. Tenant CRS was constantly yelling in the background of the conference, making inappropriate and rude remarks towards me, yelling at me, and talking to the tenant throughout the hearing while I was attempting to assist both parties in reaching a settlement.

I caution the tenant and tenant CRS not to engage in the same rude, inappropriate and disruptive behaviour at any future hearings at the RTB, as this behaviour will not be tolerated and they may be excluded from future hearings. In that event, a decision will be made in the absence of the tenants.

Analysis

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 1:00 p.m. on January 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
  - a. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice;
2. The landlords agreed that the tenants are entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlords' 2 Month Notice on the following term:
  - a. the tenants are not required to pay any rent to the landlords from December 1 to 31, 2017, which has already been enforced by both parties;
3. The landlords agreed that the tenants are not required to pay any rent to the landlords from January 1 to 31, 2018;
4. The landlords agreed to pay the tenants \$1,400.00 by January 31, 2018;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' entire applications 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 tenant confirmed that she agreed and understood that she could not pursue the same claims settled in this application, at the Provincial Court of British Columbia and the Supreme Court of British Columbia, as it would amount to a double recovery. I notified both parties that I did not have jurisdiction to deal with the above Courts at this hearing. The landlord may provide a copy of this decision to the Courts if the tenant attempts to make any similar claims in the Courts.

### Conclusion

The tenants were not required to pay rent to the landlords from December 1 to 31, 2017, which has already been enforced by both parties.

I order the tenants to reduce their January 2018 rent by \$1,300.00, which results in them not being required to pay rent to the landlords for this month.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$1,400.00. I deliver this Order to the tenant(s) in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant(s) \$1,400.00 as per condition #4 of the above agreement. The landlord(s) must be served with a copy of this Order. Should the landlord(s) 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.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord(s) **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 31, 2018. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 31, 2018. 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 26, 2017

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Residential Tenancy Branch