



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, FF; CNE, CNC, OLC, ERP, LRE, FF

Introduction

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

- an order of possession for unpaid rent or utilities, pursuant to section 55;
- a monetary order for unpaid rent or utilities and for damage to the rental unit, pursuant to section 67; and
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing also dealt with the tenants' application pursuant to the *Act* for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated September 29, 2017 ("1 Month Notice") pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to make emergency repairs to the rental unit, pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord and her agent and the two tenants (male and female) 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 her agent had authority to speak on her behalf at this hearing.

This hearing lasted approximately 57 minutes in order to allow both parties to negotiate a full settlement of both applications and due to repeated interruptions from the landlord who continued to argue and debate issues with her own agent, the two tenants and me.

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.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to correct the spelling of the male tenant's name, as the male tenant consented to this amendment.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlord's application on February 7, 2018 at 10:30 a.m. The tenants confirmed that they received this application. Both parties agreed to settle the landlord's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

Preliminary Issue – Inappropriate Behaviour by the Landlord 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 began at 11:00 a.m. with me, the landlord and the two tenants present. The landlord's agent joined the conference late at 11:07 a.m. and I advised her about what occurred in her absence before she joined the hearing. The hearing ended at 11:57 a.m.

Throughout the hearing, the landlord continuously interrupted me, her agent and the two tenants. She became upset by my questions, often arguing and debating issues rather than answering my questions. The hearing was significantly lengthened by the landlord's behaviour. Despite my repeated warnings to the landlord to stop her behaviour, she continued.

I caution the landlord 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 she may be excluded from future hearings. In that event, a decision will be made in the absence of 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 an order. 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 February 28, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenants are entitled to vacate the rental unit earlier than 1:00 p.m. on February 28, 2018, without a rent penalty and by paying pro-rated rent until the vacate date, provided that the tenants first give at least 10 days' notice to the landlord's agent;
3. The landlord agreed that her 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 2, 2017 ("10 Day Notice") and 1 Month Notice, dated September 29, 2017, are cancelled and of no force or effect;
4. Both parties agreed that the tenants' security deposit of \$1,000.00 and pet damage deposit of \$1,000.00 are to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
5. Both parties agreed that the tenants are required to pay monthly rent to the landlord of \$2,000.00 in advance on the last day of each month for the remainder of this tenancy;
6. Both parties agreed that the tenants provided the rental unit electronic access code to the landlord during the hearing;
7. Both parties agreed that the tenants are authorized to deal with the landlord's agent regarding any tenancy issues for the remainder of this tenancy;
8. Both parties agreed that the landlord's agent can assist the landlord in order to perform the move-out condition inspection, depending on the time and date of the inspection;
9. The tenants agreed to bear the cost of the \$100.00 filing fee paid for their application;
10. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing;
11. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application scheduled for a future hearing at 10:30 a.m. on February 7, 2018, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
 - b. The landlord agreed to bear the cost of the \$100.00 filing fee paid for that application.

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.

Conclusion

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 **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 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 February 28, 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.

The landlord's 10 Day Notice, dated November 2, 2017 and 1 Month Notice, dated September 29, 2017, are cancelled and of no force or effect.

The tenants must bear the cost of the \$100.00 filing fee paid for their application.

The landlord's application, scheduled for a future hearing on February 7, 2018 at 10:30 a.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlord must bear the cost of the \$100.00 filing fee paid for that 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: December 20, 2017

Residential Tenancy Branch