



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, DRI, ERP, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on October 26, 2018. The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated October 17, 2018 (the "Notice");
- To dispute a rent increase that is above the amount allowed by law;
- For an order that the Landlord make emergency repairs; and
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement.

The Tenant and Landlord appeared at the hearing. During the hearing, the parties agreed the second landlord named on the Application is not a landlord and therefore should be removed from the Application. I amended the Application and this is reflected in the style of cause.

The Tenant indicated at the outset that a lawyer may call into the hearing; however, nobody called into the hearing for the duration of the hearing. The Tenant confirmed she was prepared to proceed in the absence of the lawyer.

I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Landlord testified that he did not receive the hearing package and that he had learned of the hearing through the Residential

Tenancy Branch. The Landlord confirmed he wanted to deal with the matter today and was not seeking an adjournment of the matter.

The Landlord testified that he only received one of the two packages of evidence sent by the Tenant. The Tenant testified that she sent one package of evidence to the Landlord by regular mail to his residence on October 29, 2018. The Landlord testified that he did not receive this. The Tenant did not submit evidence to support her position that it was served on the Landlord. I heard the parties on whether the evidence should be admitted or excluded. I determined that it was necessary to exclude the evidence as I was not satisfied of service and found it would be unfair to the Landlord to admit evidence he said he did not receive.

The Landlord acknowledged receiving the second package of evidence posted on his door and therefore I admitted this evidence.

The Tenant acknowledged receiving the Landlord's evidence.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

Prior to addressing the dispute of the Notice, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above. The Tenant indicated that she did not want to discuss settlement. I therefore proceeded with the hearing and obtained testimony from the parties in relation to the Notice.

At the end of the hearing, the Landlord raised the possibility of the Tenant agreeing to vacate the rental unit on a date that was suitable for her. The Tenant indicated that she was agreeable to this. I therefore advised the parties that it was still open to them to come to a settlement agreement. I reminded the parties of the information I had previously stated. I made it clear to the parties that I had not made a decision in the matter. I made it clear to the parties that, if they came to a settlement agreement, I would not decide the matter and would instead write their agreement in my written decision. A discussion about settlement ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on December 31, 2018.
2. The Notice is cancelled.
3. The One Month Notice to End Tenancy for Cause dated November 17, 2018 is cancelled.
4. The Tenant withdraws the Application.
5. All rights and obligations of the Landlord and Tenant under the tenancy agreement and *Act* will continue until 1:00 p.m. on December 31, 2018.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on December 31, 2018. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the

Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

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

Dated: December 04, 2018

Residential Tenancy Branch