



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CROFT ST. (7 KORITE) LP
PACIFIC COVE PROPERTIES MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL; MT, CNC, OLC, PSF, LRE

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- more time to make an application to cancel the landlords' 1 Month Notice to End Tenancy for Cause, dated April 23, 2019 ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlords' 1 Month Notice, pursuant to section 47;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65; and
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70.

The landlords' two agents, the tenant, and the tenant's two legal articling student agents attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord DB confirmed that he was the senior resident manager and landlord TK confirmed that she was the resident manager and that both were employed by the property management company that represented the owner company, both named in this application. Both landlord DB and landlord TK confirmed that they had permission to represent both landlords named in this application as agents (collectively "landlords"). The tenant confirmed that both

agents had permission to speak on his behalf.; only tenant agent LF spoke on behalf of the tenant, tenant agent DS was observing only. This hearing lasted approximately 56 minutes.

Tenant agent LF confirmed receipt of the landlords' application for dispute resolution hearing package and landlord TK confirmed receipt of the tenant's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was duly served with the landlords' application and the landlords were duly served with the tenant's evidence package.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the tenant's application to cancel the landlords' 1 Month Notice and for other ongoing tenancy orders, on July 8, 2019 at 11:00 a.m. The landlords confirmed that they received the tenant's application for that matter. The tenant's application is referenced above. Both parties agreed to settle the tenant's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

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 September 1, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that the landlords' 1 Month Notice, dated April 23, 2019, is cancelled and of no force or effect;
3. The landlords agreed to provide written references for the tenant, regarding his tenancy dates and the payment of rent, with no references to any personal issues or this settlement agreement;
4. The landlords agreed, at their own cost, to change the tenant's rental unit door locks and issue new keys to the tenant by June 28, 2019;

5. Both parties agreed to communicate in writing for the remainder of this tenancy, except for verbal communication between the tenant and landlord DB, who provided his telephone number during the hearing and hours of work between 8:00 a.m. and 4:00 p.m. Monday to Friday;
6. The landlords agreed to bear the cost of the \$100.00 filing fee paid for the landlords' application;
7. The landlords agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application at this hearing;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application scheduled for a future hearing at 11:00 a.m. on July 8, 2019, 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.

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 at the hearing that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The tenant was given ample time during the hearing to speak to his two agents in private as well as on the hearing phone line. I answered questions and explained the settlement and hearing procedures to the tenant and his two agents multiple times during the hearing.

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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 1, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 1, 2019. 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. The landlords' 1 Month Notice, dated April 23, 2019, is cancelled and of no force or effect.

I order the landlords, at their own cost, to change the tenant's rental unit door locks and issue new keys to the tenant by June 28, 2019.

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

The tenant's application, scheduled for a future hearing on July 8, 2019 at 11:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing.

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: June 28, 2019

Residential Tenancy Branch