



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PORTLAND HOTEL SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated June 10, 2019 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("landlord") and the tenant 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 property and program manager for the landlord company named in this application and that he had permission to speak on its behalf, as an agent. This hearing lasted approximately 22 minutes.

The hearing began at 11:00 a.m. with me and the landlord present. The tenant called in late at 11:03 a.m. I informed the tenant about what occurred in his absence. The tenant's phone disconnected twice during the hearing as he claimed his phone battery was dying and he had to use another phone. The tenant disconnected from the hearing at 11:20 a.m., indicating that he wanted me to send him a copy of the settlement. The hearing ended at 11:22 a.m., after I confirmed the landlord's contact information.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

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 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 September 1, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed to refund the tenant's rent of \$375.00 for August 2019, to the tenant, by September 1, 2019;
3. The landlord agreed to return the tenant's security deposit of \$187.50 to the tenant by September 1, 2019, provided that the tenant returns the rental unit to the landlord in a reasonable condition at the end of the tenancy;
4. The landlord agreed to provide a reference letter to the tenant;
5. The landlord agreed that the landlord's 1 Month Notice, dated June 10, 2019, is cancelled and of no force or effect;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. Both parties understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

I explained the settlement and hearing process to the tenant during the hearing. The tenant chose to engage in a voluntary settlement during the hearing after I explained that he had the option to pursue a full hearing where I would make a decision regarding his application. At the end of the hearing, the tenant was using his friend's phone, as his own phone battery was dying. The tenant was arguing, yelling and swearing at his friend at the end of the hearing, as he claimed that his friend was talking to him at the same time as I was talking to the tenant. The tenant disconnected from the conference,

after confirming the terms of settlement, asking for me to send the settlement to him at his mailing address at the rental unit.

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 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 landlord's 1 Month Notice, dated June 10, 2019, is cancelled and of no force or effect.

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: July 29, 2019

Residential Tenancy Branch