



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KELSON GROUP  
BUSINESS and [tenant name suppressed to  
protect privacy]

## **DECISION**

Dispute Codes      CNC, CNR

### 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 21, 2019 ("1 Month Notice"), pursuant to section 47; and
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated August 2, 2019 ("10 Day Notice"), pursuant to section 46.

The landlord's two agents (collectively "landlord"), the tenant, and the tenant's advocate 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's two agents confirmed that they were the property and building managers for the landlord company named in this application and that they both had permission to speak on its behalf. This hearing lasted approximately 65 minutes.

The hearing began at 11:00 a.m. with both parties present. The tenant and her advocate called in using a speakerphone, which caused echoing, that could be heard by the landlord's two agents and I, such that we could not properly hear what the parties were saying. The tenant and her advocate disconnected from the hearing and called back in immediately, using two separate phone lines while sitting in the same room, so that both could hear the proceeding. The hearing ended at 12:05 p.m.

The landlord's property manager agent confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant's advocate confirmed receipt of the landlord's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence package.

### 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 November 30, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated June 21, 2019, is cancelled and of no force or effect;
3. The landlord agreed that the landlord's 10 Day Notice, dated August 2, 2019, is cancelled and of no force or effect;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed 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.

I explained the settlement and hearing process to the tenant repeatedly during the hearing. I rephrased and repeated my explanation a number of times, based on the tenant's complaints that she did not understand and was confused. The tenant chose to engage in a voluntary settlement during the hearing after I explained, a number of times, that she had the option to pursue a full hearing where I would make a decision regarding her application.

Throughout the hearing, the tenant frequently talked to her advocate privately and for long periods of time, in order to determine whether she wanted to settle this matter. The tenant had frequent advice and input from her advocate throughout the hearing. The tenant's advocate affirmed during the hearing that she explained the process to the tenant and discussed settlement options with her.

The tenant affirmed that she was settling this application of her own free will, without any pressure or coercion, and that she had the chance to consult her advocate repeatedly during the hearing. I notified the tenant that I could not enforce a settlement where she felt coerced, pressured or forced to accept a settlement. The tenant affirmed under oath that she wanted to settle this application, rather than have me make a decision.

This hearing took 65 minutes mainly waiting for the tenant to make settlement offers, to discuss settlement options with her advocate, and to ask me the same questions about the hearing and settlement process, that I answered repeatedly throughout 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 landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 30, 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 November 30, 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 21, 2019, is cancelled and of no force or effect.

The landlord's 10 Day Notice, dated August 2, 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: August 20, 2019

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Residential Tenancy Branch