



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC

Introduction

This hearing dealt with cross applications filed by the parties. On September 28, 2020, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”).

On October 2, 2020, the Landlord made an Application for Dispute Resolution seeking an Order of Possession based on the One Month Notice to End Tenancy for Cause pursuant to Section 47 of the *Act*.

Both the Tenant and the Landlord attended the hearing.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

During the settlement discussions, I explained to the parties that each party would take a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond. However, despite this, the Tenant would continually interject,

often with profanity. He was reminded that this was a legal proceeding and he was advised that he should conduct himself accordingly. His demeanour and behaviour during the hearing would be described as aggressive, combative, and belligerent. He was also advised that further inappropriate behaviour would lead to him being muted from participating in the conference call.

He was asked if he understood that his conduct was detrimental to the hearing and unacceptable, and he confirmed that he comprehended this. However, he continued to behave in the same manner despite being cautioned. As a result, the Tenant was muted multiple times, and he was prevented from participating in the hearing until it was his opportunity to respond. The Tenant's behaviour did not improve throughout the hearing.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The One Month Notice to End Tenancy for Cause of September 18, 2020 is cancelled and of no force or effect.
2. The Landlord will be awarded a conditional Order of Possession for **1:00 PM on May 31, 2020**. The Tenant must give up vacant possession of the rental unit by this date.
3. Rent for December 2020 onwards will be paid in accordance with the terms set forth in the tenancy agreement.
4. The Tenant must ensure that the rental unit will be maintained in accordance with any local bylaws.
5. The Tenant must remove the gravel that is on the lawn by **Monday, December 7, 2020 at 9:00 AM**.
6. The Tenant must not park any vehicles on any unpaved driveway/area.
7. The Landlord will provide the Tenant with a letter authorizing him to dispute any bylaw infractions that have been issued.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters.

The Landlord will be granted a conditional Order of Possession for **1:00 PM on May 31, 2020** should the Tenant not vacate the rental unit as per condition 2 of this settlement agreement.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause of September 18, 2020 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, the Landlord is granted a conditional Order of Possession effective at **1:00 PM on May 31, 2020 after service of this Order** on the Tenant. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia and be enforced 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 *Residential Tenancy Act*.

Dated: December 3, 2020

Residential Tenancy Branch