



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TIKVA HOUSING 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 One Month Notice to End Tenancy for Cause, dated February 26, 2021 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("landlord"), the tenant, and the tenant's two advocates attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 57 minutes.

The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf. The tenant confirmed that both of his advocates had permission to speak on his behalf.

At the outset of the hearing, I informed both parties that they were not permitted to record the hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. During the hearing, the landlord, the tenant, and the tenant's two advocates all affirmed under oath that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with the hearing, they did not want me to make a decision, and they wanted to settle this application.

The landlord confirmed receipt of the tenant's application for dispute resolution and notice of hearing and the tenant confirmed receipt of the landlord's evidence. 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 notice of hearing and the tenant was duly served with the landlord's evidence.

The landlord confirmed that he did not receive any evidence from the tenant. The tenant's two advocates confirmed that they did not serve any evidence to the landlord, they only uploaded the evidence to the online RTB website. As both parties settled this application and I was not required to make a decision or to consider the tenant's evidence, I decline to make findings regarding service of the tenant's evidence.

The tenant confirmed personal receipt of the landlord's 1 Month Notice on February 26, 2021. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice on February 26, 2021.

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 July 31, 2021, 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 February 26, 2021, is cancelled and of no force or effect;
3. 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 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.

During the hearing, I repeatedly confirmed the above settlement terms with the tenant and his two advocates. The tenant and both advocates repeatedly affirmed, under oath, that they were agreeable to the above settlement terms and that they understood they

were legal, final, binding and enforceable. The tenant and both advocates affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application. The tenant and both advocates affirmed, under oath, that they were making this agreement voluntarily, of their own free will. The tenant was given ample time to discuss and review the terms of this settlement privately with both advocates throughout this hearing and to ask questions about the above terms. This hearing lasted 57 minutes in order to facilitate the questions and comments of the tenant and his two advocates.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 57-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m, on July 31, 2021, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order as soon as possible after he does not comply with the above agreement. 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 February 26, 2021, 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: June 04, 2021

Residential Tenancy Branch