



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FFT

Introduction

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

- a monetary order of \$30,000.00 for compensation from the landlord related to a Notice to End Tenancy for Landlord's Use of Property, pursuant to sections 51 and 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "male tenant" did not attend this hearing, which lasted approximately 68 minutes. The landlord and the female tenant ("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 hearing began at 1:30 p.m. and ended at 2:38 p.m. The tenant unexpectedly disconnected from the hearing at 2:08 p.m. and called back in immediately at 2:08 p.m., stating that she did not know what happened. I informed the tenant that I did not discuss any evidence with the landlord in her absence.

The landlord confirmed that she owns the rental unit. The tenant confirmed that she had permission to represent the male tenant, who is her uncle, at this hearing (collectively "tenants").

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party.

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 voluntarily wanted to settle this application and they did not want me to make a decision.

The landlord confirmed receipt of the tenants' 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 tenants' application.

The tenant stated that she did not receive the landlord's written evidence package. The landlord said that she left a copy in the tenants' mailbox and sent a copy to the tenant's email, both on July 28, 2021, the day before this hearing. As both parties settled this application and I was not required to consider the landlord's evidence and make a decision, I do not find it necessary to record findings of service.

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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenants \$20,000.00 total, by way of bank drafts, according to the following terms;
 - a. \$10,000.00 will be paid by August 31, 2021;
 - b. \$10,000.00 will be paid by January 31, 2022;
2. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing 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 and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 68-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. The tenant affirmed that she had permission to make this agreement on behalf of the male tenant and she understood that he was bound by the same settlement terms.

Conclusion

In order to implement the above settlement reached between the parties, and as discussed with both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$20,000.00. I deliver this Order to the tenant(s) in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant(s) \$20,000.00 as per condition #1 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: July 29, 2021

Residential Tenancy Branch