



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS. AGENCIES LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

CNC, OLC, FFT

### 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 March 30, 2021 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's three agents, landlord TD ("landlord"), "landlord ML" and "landlord CB," 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 tenant confirmed that her friend was present during the hearing for moral support. This hearing lasted approximately 33 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 landlord stated that the landlord company was the agent for the owner of the rental unit. The landlord stated that he had permission to represent the owner. The landlord confirmed that landlord ML and landlord CB were building managers for the landlord company.

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. The three landlord agents affirmed, under oath, that they would not record this hearing. The tenant affirmed, under oath, that she and her friend 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.

### 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. The tenant agreed to remove the privacy screens on her balcony that are above the balcony railing line, by August 13, 2021;
2. The tenant agreed that she will not put any structures on her balcony above the balcony railing line, except plants and flowers;
3. The landlord and the tenant agreed to meet at 3:00 p.m. on August 11, 2021 at the tenant's rental unit, to discuss conditions #1 and #2 above;
4. The landlord agreed that the landlord's 1 Month Notice, dated March 30, 2021, is cancelled and of no force or effect;
5. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. 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 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. The tenant repeatedly affirmed, under oath, that she was agreeable to the above settlement terms and that she understood they were legal, final, binding and enforceable. The tenant affirmed, under oath, that she agreed and understood that she could not change the settlement terms after the hearing was over and she knew it was a full and final settlement of this application. The tenant repeatedly affirmed, under oath, that she was making this agreement voluntarily, of her own free will. The tenant was given ample time to ask questions about the above terms and to discuss and review the terms of this settlement with her friend, who could be heard whispering to her throughout the hearing.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 33-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 landlord affirmed, under oath, that he had permission to make this agreement on behalf of the landlord company and the owner of the rental unit.

### Conclusion

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

The landlord's 1 Month Notice, dated March 30, 2021, is cancelled and of no force or effect.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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 09, 2021

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Residential Tenancy Branch