



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE BLOOM GROUP
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 March 30, 2021 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("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. This hearing lasted approximately 30 minutes.

The landlord intended to call two witnesses, who were excluded from the outset of this hearing. The landlord's two witnesses were not recalled by the landlord to testify, as both parties voluntarily settled this application between themselves.

The landlord confirmed that he was the building manager for the landlord company named in this application and that he had permission to speak on its behalf at this hearing. He stated that the landlord company owned the rental unit. The tenant's advocate confirmed that he is the son of the tenant named in this application and that he had permission to speak on the tenant's behalf at this hearing.

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord and the tenant's advocate both 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 voluntarily settle this application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to add the correct spelling of the tenant's surname. The tenant's advocate confirmed the correct spelling during this hearing and requested this amendment. Both parties consented to this amendment during the hearing. I also amended the tenant's application to correct the landlord's company name, which was reflected on the 1 Month Notice and the landlord's documents submitted for this hearing. I find no prejudice to either party in making this additional amendment.

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

The tenant was in receipt of the landlord's 1 Month Notice, that is the subject of this application. A copy of the 1 Month Notice was provided for this hearing. The effective date on the notice is April 30, 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.

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 September 30, 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 March 30, 2021, was cancelled and of no force or effect;
3. The tenant's advocate agreed that this settlement agreement constitutes a final and binding resolution of the tenant's 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 30-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 was given additional time during this hearing to speak privately with his advocate, in order to ask questions, discuss, review, and agree to the above settlement terms. The tenant's advocate confirmed that he had permission to make this agreement on the tenant's behalf and the tenant was agreeable to all of the above settlement terms of his own free will.

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 September 30, 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 March 30, 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: August 06, 2021

Residential Tenancy Branch