



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIDGEMAN CONSTRUCTION
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, RP, FFT

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated April 26, 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;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord") and the two tenants 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 44 minutes.

At the outset of this hearing, the tenants stated that they had two other people in the room with them. The tenants said that they asked these people to leave the room, as they confirmed they were not agents or witnesses for the tenants during this hearing.

The landlord confirmed that she was the property manager for the landlord company named in this application and that she had permission to speak on its behalf. She said that her father owns the landlord company.

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 two tenants 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 and they wanted to settle this application, except they wanted me to make a decision regarding the filing fee, which they were unable to settle.

The tenants stated that they did not have all of their paperwork in front of them during this hearing. They claimed that they filed this application a long time ago and could not remember everything they applied for. I provided the tenants with ample time to locate their paperwork and the 1 Month Notice, in order to proceed with this hearing.

The landlord stated that she did not receive a copy of the tenants' application for dispute resolution hearing package. She said that she called the RTB and was provided with the access code to call into this hearing. She claimed that the landlord wanted to settle this application, despite not receiving a copy of it.

Preliminary Issue – Inappropriate Behaviour by the Tenants during this Hearing

Rule 6.10 of the RTB *Rules of Procedure* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing
Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

The tenants were very angry, upset, agitated, and argumentative throughout this hearing. They yelled at and interrupted me and the landlord. I cautioned them repeatedly about their behaviour. I informed them that they could be excluded from the hearing if they continued with their inappropriate behaviour. I notified them that I had to mute their telephone line one time because they would not stop yelling and interrupting me and the landlord, so we were unable to speak.

However, I allowed the tenants to attend the full hearing, despite their inappropriate behaviour, in order to provide them with a full and fair opportunity to settle their application.

I caution the tenants to not engage in the same inappropriate behaviour at any future hearings at the RTB, as this behaviour will not be tolerated, and they may be excluded from future hearings. In that case, a decision will be made in the absence of the tenants.

Settlement Terms and Filing Fee

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, except for the filing fee.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the filing fee:

1. Both parties agreed that this tenancy will end by 5:00 p.m. on September 30, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated April 26, 2021, was cancelled and of no force or effect;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee. 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, except for the filing fee.

During the hearing, I repeatedly confirmed the above settlement terms with the tenants. The tenants affirmed, under oath, that they were agreeable to the above settlement terms and they understood they were legal, final, binding and enforceable. The tenants affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and they knew it was a full and final settlement of this application. The tenants were given ample time to discuss and review the terms of this settlement and to ask questions about the above terms. This hearing lasted 44 minutes in order to facilitate the tenants' repeated questions and comments.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the 44-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.

A filing fee is a discretionary award issued by an Arbitrator usually after an applicant party is fully successful on the merits of their application after a full hearing is held and a decision is made. As both parties settled this application and I was not required to make a decision on the merits of the tenants' application, I dismiss the tenants' claim to recover the \$100.00 filing fee from the landlord, without leave to reapply.

Conclusion

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

The landlord's 1 Month Notice, dated April 26, 2021, is cancelled and of no force or effect.

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 5:00 p.m, on September 30, 2021, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenants' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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 26, 2021

Residential Tenancy Branch