



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL; DRI, OLC, FFT; CNR, OLC, FFT

### Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing also dealt with the tenant's first application pursuant to the *Act* for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing dealt with the tenant's second application pursuant to the *Act* for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord 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 landlord confirmed that she owns the rental unit. The landlord stated that she had two friends at the hearing with her, but they did not participate in this hearing.

The hearing began at 9:30 a.m. with me and the landlord present. The tenant called in at 9:31 a.m. I informed the tenant about what occurred in her absence. The hearing ended at 9:55 a.m. This hearing lasted approximately 25 minutes.

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

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

The tenant stated that she did not receive a copy of the landlord's application for dispute resolution hearing package. However, she said that she wanted to settle the landlord's application at this hearing.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the tenant's two applications on November 23, 2021 at 11:00 a.m. Both parties agreed to settle the tenant's two applications at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to correct the spelling of the tenant's surname. Both parties consented to this amendment during the hearing.

### 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 December 31, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that all of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;

3. The landlord agreed that there is no outstanding rent or utilities owed by the tenant for this tenancy, to date;
4. The landlord agreed that the tenant is required to pay the landlord \$1,300.00 total per month for rent and utilities for this tenancy;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for her application;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's two applications scheduled for a future hearing at 11:00 a.m. on November 23, 2021, arising out of this tenancy, the file numbers of which appear on the front page of this decision;
  - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
  - b. The tenant agreed to bear the cost of the two \$100.00 filing fees paid for both of her applications.

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 25-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

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 December 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.

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

All of the landlord's notices to end tenancy, issued to the tenant to date, are cancelled and of no force or effect.

The tenant's two applications, scheduled for a future hearing on November 23, 2021 at 11:00 a.m., are settled by way of this agreement and neither party is required to attend the future hearing, which is cancelled.

Both parties agreed to bear the cost of the \$100.00 filing fees paid for their applications.

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: September 16, 2021

---

Residential Tenancy Branch