



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated April 27, 2021 ("1 Month Notice"), pursuant to section 47.

The female landlord ("landlord"), the landlords' agent, 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 43 minutes.

The landlords intended to call a witness, who was excluded from the outset of the hearing. He did not return to testify, as both parties settled this application.

The landlord confirmed that she was the property manager for the "male landlord" named in this application and that she had permission to speak on his behalf, as he did not attend this hearing (collectively "landlords"). She said that the male landlord owns the rental unit. She stated that the landlords' agent had permission to represent both landlords at this hearing. The tenant confirmed that her advocate had permission to speak on her 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, the landlords' agent, the tenant, and the tenant's advocate all separately 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 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. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that the landlords' 1 Month Notice, dated April 27, 2021, is cancelled and of no force or effect;
3. Both parties agreed to communicate in writing regarding complaints and issues regarding this tenancy, except for urgent and emergency issues, which can be dealt with in person;
4. The landlords agreed that they will only show the rental unit to prospective tenants from November 1 to 30, 2021;
5. The landlords agreed to provide at least 24 hours' written notice to the tenant, as per section 29 of the *Act*, prior to showing the rental unit to prospective tenants;
 - a. Both parties agreed that the tenant is entitled to be present during these showings;
6. The tenant agreed that her new roommate will complete an application for tenancy and submit it to the landlords by September 7, 2021;
 - a. The landlords agreed to provide the application form by leaving a copy in the tenant's mailbox by September 3, 2021;
 - b. Both parties agreed that it is the landlords' decision whether to approve the tenant's roommate as a tenant, for a tenancy ending by November 30, 2021;

- c. Both parties agreed that the landlords' approval or disapproval of the tenant's roommate as a tenant, will not affect the terms of this settlement agreement;
 - d. The tenant agreed that her new roommate will immediately vacate the rental unit, if this roommate is not approved by the landlords as a tenant for a tenancy;
7. 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 and her advocate. The tenant repeatedly affirmed, under oath, that she was agreeable to the above settlement terms and she understood they were legal, final, binding and enforceable. The tenant repeatedly 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 discuss and review the terms of this settlement privately with her advocate, and to ask questions about the above terms.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 43-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

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

The landlords' 1 Month Notice, dated April 27, 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 1:00 p.m, on November 30, 2021, to be used by the landlord(s) **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with a copy of this Order. 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.

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 03, 2021

Residential Tenancy Branch