



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

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 this application, pursuant to section 72.

The landlord's agent ("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. This hearing lasted approximately 19 minutes from 9:30 to 9:49 a.m.

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. He stated that the landlord company owns the rental unit.

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

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties affirmed that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to settle this application. Neither party made any accommodation requests.

At the outset of this hearing, I provided my surname to both parties. The tenant asked for my first name, but I informed her that for confidentiality reasons, Arbitrators were not required to provide first names to parties.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package and the landlord confirmed receipt of the tenant's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application and the landlord was duly served with the tenant's evidence package.

Preliminary Issue – Adjournment of Hearing

The tenant did not formally request an adjournment of this hearing. She asked that the hearing be postponed because she did not want to deal with the landlord at this hearing. She said that she wanted to make a personal claim against him, and it was a conflict of interest for him to attend this hearing. She claimed that she expected someone else to show up at this hearing on behalf of the landlord, since she served another landlord agent with her evidence package.

The landlord claimed that this was an urgent hearing and there were serious safety concerns relating to the tenant, the rental unit, and other occupants at the rental property. The tenant agreed that this application related to a criminal incident and safety concerns at the rental property.

During this hearing, I informed both parties that I would not grant an adjournment of the landlord's application. I made this decision after taking into consideration the criteria established in Rule 7.9 of the *RTB Rules*, which includes the following provisions:

Without restricting the authority of the arbitrator to consider the other factors, the arbitrator will consider the following when allowing or disallowing a party's request for an adjournment:

- *the oral or written submissions of the parties;*
- *the likelihood of the adjournment resulting in a resolution;*
- *the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and*
- *whether the adjournment is required to provide a fair opportunity for a party to be heard; and*
- *the possible prejudice to each party.*

During this hearing, I notified both parties of the following information. The landlord was free to choose whoever it wanted to represent its company at this hearing. The tenant cannot decide who should appear on behalf of the landlord company at this hearing. The tenant could have had an agent represent her at this hearing, if she did not feel comfortable communicating with the landlord directly. Both parties could communicate with me directly rather than with each other, if they were not comfortable speaking to each other.

The above information is contained in both parties' landlord/tenant fact sheets and applicant/respondent instructions, provided to them by the RTB, when this application was filed. This information is also contained on the RTB website, available to the general public online.

Further, this is an urgent application by the landlord, for an early end to tenancy. I find that a delay in this hearing date would prejudice the landlord, who was ready to proceed and noted serious safety concerns relating to the tenant and the rental unit. The tenant noted the same safety concerns relating to a criminal incident.

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 5:00 p.m. on December 15, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord'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 19-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 and agreed to the above settlement terms. Both parties affirmed, under oath, that they agreed and understood that the above settlement terms were final, binding, and could not be changed after this hearing was over.

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 5:00 p.m. on December 15, 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 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.

The landlord 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: November 04, 2021

Residential Tenancy Branch