



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LU'MA NATIVE BCH HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

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

- an order of possession for cause, pursuant to section 55.

The landlord's agent JS ("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 44 minutes.

The landlord intended to call a witness, who was excluded from the outset of this hearing. The witness did not return to testify at this hearing.

The hearing began at 9:30 a.m. with me and the landlord present. The tenant called in late at 9:53 a.m. The hearing ended at 10:14 a.m.

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 the landlord company owns the rental unit and confirmed the rental unit address.

I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules"). The landlord and the tenant both 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 this hearing and they wanted to settle this application.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to correct the landlord company name. She confirmed the correct landlord company name during this hearing. The landlord consented to this amendment during this hearing.

During this hearing, I informed the tenant that I had to mute his teleconference line once because he was repeatedly yelling and interrupting me and the landlord. The tenant was repeatedly cautioned about his inappropriate behaviour of yelling and interrupting me and the landlord during this 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 8, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenant can vacate the rental unit earlier than December 8, 2021, provided that he first gives a written letter to the landlord's staff at least one hour prior to vacating;
3. The landlord agreed that the landlord's One Month Notice to End Tenancy for Cause, dated June 22, 2021 ("1 Month Notice"), was cancelled and of no force or effect;
4. 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 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 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. The tenant was given ample time to discuss and review the terms of this settlement. The tenant repeatedly affirmed, under oath, that he was voluntarily agreeing to the above settlement terms, he understood they were legal, binding, and enforceable, he knew that he could not change the settlement terms after the hearing was over, and he knew it was a full and final settlement of this application.

### Conclusion

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

The landlord's 1 Month Notice, dated June 22, 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 December 8, 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. 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: November 08, 2021

---

Residential Tenancy Branch