



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE CORPORATION OF THE TOWNSHIP OF
LANGLEY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR; CNR, MNDCT, LRE, CNL-4M-MT, DRI

Introduction

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

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

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent, dated July 12, 2021 ("10 Day Notice"), pursuant to section 46;
- a monetary order for \$146,850.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- an order restricting the landlord's right to enter the unit, pursuant to section 70;
- more time to make an application to cancel the landlord's Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit, dated July 27, 2021 ("4 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 4 Month Notice, pursuant to section 49(6); and
- an order regarding a disputed additional rent increase, pursuant to section 43.

The landlord's agent 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 11 minutes.

The landlord's agent confirmed that she was the property manager for the landlord company ("landlord") named in this application and that she had permission to speak on its behalf. She confirmed her name and spelling, the landlord's name, and the rental unit address. She stated that the landlord owns the rental unit. The tenant confirmed her name and spelling.

Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* does not permit recording of this hearing by anyone.

I explained the hearing and settlement processes to both parties. They had an opportunity to ask questions. Neither party made any accommodation requests.

The tenant initially stated that she wanted an adjournment of this hearing because she was in the hospital about to get an MRI. She said that she knew about this MRI three months prior to this hearing. She stated that she asked the landlord for an adjournment two weeks prior to this hearing. The landlord said that the tenant asked her on the Wednesday prior to this hearing, which occurred on a Monday. The tenant then affirmed that she was moving out of the rental unit and she wanted to settle both applications with the landlord. The landlord consented to settle both applications with the tenant. Therefore, I was not required to make a decision regarding the tenant's adjournment request, because both parties voluntarily agreed to settle this application at this hearing, and they did not want to adjourn this hearing to a later date.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's 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 December 31, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties 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 tenant agreed that this settlement agreement constitutes a final and binding resolution of her monetary claims in this application, and agreed that she will not

initiate any future claims or applications against the landlord, with respect to these issues;

4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications 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 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.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are 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 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 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: November 22, 2021