



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, CNC, LRE

Introduction

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

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated June 29, 2021 ("1 Month Notice"), pursuant to section 47; and
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70.

The landlord, the new owner ("owner"), 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 24 minutes.

The hearing began at 11:00 a.m. with me, the landlord, and the owner present. The owner was asked to leave the hearing at 11:05 a.m. The tenant's advocate called in late at 11:07 a.m. The owner was asked to call back into the hearing and did so at 11:13 a.m. The hearing ended at 11:24 a.m.

The landlord stated that she was the former owner and landlord for this rental unit and tenancy. She confirmed her name, spelling, and the rental unit address. She said that she sold the rental unit to the owner, who took possession on September 15, 2021. The owner confirmed the above information. The owner stated her name and spelling and confirmed that she currently owns the rental unit. The tenant's advocate confirmed her name and spelling and that she had permission to represent the tenant at this hearing. She stated that she provided a written authorization for same.

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’s advocate both separately affirmed, under oath, that would not record 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 and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to add the name of the owner as a landlord-respondent party. Both parties consented to this amendment during this hearing. Both parties confirmed that the owner is the current owner of the rental unit. Both the landlord and owner are collectively referred to as “landlords” in this decision and corresponding order of possession.

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 15, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that her 1 Month Notice, dated June 29, 2021, was cancelled and of no force or effect;
3. The tenant’s advocate agreed that this settlement agreement constitutes a final and binding resolution of the tenant’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 24-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The tenant's advocate confirmed that she had permission to make this agreement on behalf of the tenant. The owner confirmed that she was agreeable to the above settlement terms.

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 1:00 p.m. on November 15, 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.

The landlord's 1 Month Notice, dated June 29, 2021, is cancelled and of no force or effect.

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