



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GUR AASRA HOLDINGS LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, MNDCT, RR, PSF, DRI

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated October 6, 2021 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order for compensation of \$200.00 under the *Act*, *Regulation* tenancy agreement, pursuant to section 62;
- an order allowing the tenant to reduce rent of \$100.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- an order regarding a disputed additional rent increase of \$1.00, pursuant to section 43.

The landlord's 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 hearing began at 11:00 a.m. and ended at 11:43 a.m. At the outset of this hearing, the tenant and his advocate left the conference and called back in immediately, so that they could use the advocate's speakerphone, and both hear the conference. I informed the tenant and his advocate about what occurred in their absence, as no evidence was discussed with the landlord's agent.

The landlord's agent confirmed that he had permission to represent the landlord company ("landlord") named in this application. He stated that the landlord owns the rental unit and confirmed the rental unit address. He provided his email address for me to send this decision to the landlord after the hearing.

The tenant and his advocate both confirmed their names and spelling. The tenant confirmed that his advocate, who is his social worker, had permission to speak on his behalf and assist him at this hearing. The tenant's advocate provided her email address for me to send this decision to the tenant after the hearing.

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's agent, the tenant, and the tenant's advocate all separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they reached a settlement prior to this hearing on October 27, 2021. Both parties stated that they signed a mutual agreement to end tenancy ("mutual agreement") and an addendum, and that they wanted me to record the terms of their settlement in writing at this hearing. Both parties confirmed that they had copies of the mutual agreement and addendum in their possession.

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.

The tenant was given extra and ample time to discuss the above documents and settlement with his advocate privately during this hearing. The tenant repeatedly affirmed, under oath, that he wanted to settle this application, he did not want me to make a decision, and he had ample time to discuss the above issues privately with his advocate during this hearing. The tenant's advocate also affirmed the above information during this hearing.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the legal name of the landlord company. The landlord's agent confirmed the correct name during this hearing. Both parties consented to this amendment 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 6:00 p.m. on February 28, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than February 28, 2022, provided that the tenant first gives at least 7 days' written notice to the landlord by handing a letter to the landlord's agent in person or by leaving a copy in the landlord's mail slot;
3. Both parties agreed that the landlord's 1 Month Notice, dated October 6, 2021, was cancelled and of no force or effect;
4. Both parties agreed that the tenant's security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
5. Both parties agreed that the tenant and his social worker are entitled to contact the landlord's agent, who appeared at this hearing, at his phone number, which was confirmed by both parties during this hearing;
6. The landlord agreed to provide the tenant with a reference letter by January 31, 2022;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing;

8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his monetary claims in this application, totalling \$301.00, and agreed that he will not initiate any future claims or applications against the landlord, with respect to these issues.

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 lengthy 43-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

The tenant and his advocate repeatedly affirmed, under oath, that they had ample time to discuss and review the above settlement terms privately throughout this hearing. They repeatedly affirmed that they fully understood and agreed to the above settlement terms. They repeatedly affirmed that they understood that the above settlement terms were final, binding, and could not be changed after this hearing was over. They repeatedly affirmed that they were making this agreement voluntarily, after privately discussing and reviewing the above settlement terms repeatedly during this hearing.

### 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 6:00 p.m. on February 28, 2022, 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's 1 Month Notice, dated October 6, 2021, is cancelled and of no force or effect.

The tenant's security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: December 17, 2021

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Residential Tenancy Branch