



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

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

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated July 23, 2021 ("1 Month Notice"), pursuant to section 47.

The individual landlord ("landlord"), 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 24 minutes.

The hearing began at 9:30 a.m. with me and the landlord present. The tenant and his advocate called in late at 9:31 a.m. I informed the tenant and his advocate about what occurred in their absence, as no evidence was discussed with the landlord. The hearing ended at 9:54 a.m.

The landlord confirmed that she owned the landlord company named in this application. She said that the landlord company owns the rental unit and confirmed the rental unit address. She provided her email address for me to send this decision to the landlords after the hearing.

The tenant provided his mailing address for me to send this decision to him after the hearing. His address is noted on the front page of this decision.

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 (“RTB”) *Rules of Procedure* (“Rules”). The landlord, 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 to both parties. Both parties had an opportunity to ask questions, which I answered. 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 adjournment or accommodation requests.

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

The tenant’s advocate confirmed that the tenant did not submit any documentary evidence for this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to add the landlord company name. The landlord stated that the landlord company owns the rental unit and is named as a landlord on the parties’ written tenancy agreement, which was provided for this hearing. The landlord 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 1:00 p.m. on January 9, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that the landlords' 1 Month Notice, dated July 23, 2021, was cancelled and of no force or effect;
3. The tenant agreed to pay \$245.61 total to the landlords, which the landlords agreed to accept for pro-rated rent from January 1 to 9, 2022, according to the following terms:
  - a. The landlords are not seeking a full month's rent of \$846.00 for the period from January 1 to 31, 2022, from the tenant;
  - b. The landlords already received \$211.00 from the tenant, prior to this hearing;
  - c. The tenant will pay the remaining \$34.61 to the landlords by January 15, 2022;
4. Both parties agreed that the tenant's security deposit of \$375.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
5. The tenant agreed that the landlords can send any RTB and tenancy-related documents to his forwarding address for service, confirmed by both parties during this hearing, and contained on the front page of this decision;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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 discussed and reviewed the settlement terms with his advocate during this hearing. 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 1:00 p.m. on January 9, 2022, 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 landlords' 1 Month Notice, dated July 23, 2021, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as discussed with them during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$34.61, the current amount of rent owing for this tenancy. I deliver this Order to the landlord(s) in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord(s) \$34.61 as per condition #3 of the above agreement. 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 in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenant's security deposit of \$375.00 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: January 06, 2022

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Residential Tenancy Branch