



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, DRI, OLC, RP, FFT

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43;
- an order authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset, I advised the parties of rule 6.11 of the Rules of Procedure (the "**Rules**") which prohibits participants from recording the hearing. The parties confirmed that they were not recording the hearing.

The tenant testified, and the landlord confirmed, that the tenant served the landlord with the Notice of Dispute Resolution Package on November 16, 2021, in person. The landlord testified, and the tenant confirmed, that the landlord served the tenant with his evidence package on January 17, 2022, three (3) days before the scheduled hearing.

Residential Tenancies Fact Sheet, RTB 114, The Dispute Resolution Process¹, included in the Notice of Dispute Resolution Package, states:

- a **respondent** must serve and submit evidence **as soon as possible** so that it is received not less than 7 days before the hearing.

¹ <https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/resident-a-tenancies/information-sheets/rb114.pdf>

The tenant argued that delivery of the thirty (30) pages of evidence from the landlord on January 17, 2022, three (3) days before the scheduled hearing, was insufficient notice of the counter claim against them and that they did not have adequate time and opportunity to respond to the evidence and secure witnesses.

The landlord uploaded the evidence to the Residential Tenancy Branch on January 12, 2022 and had sufficient time to provide the tenant with his evidence, but did not do so. The landlord argued that he was unaware that respondent evidence had to be provided at specific times. Taking into consideration the principles of natural justice and procedural fairness, I concurred with the tenant and advised I would adjourn the hearing and reschedule for a date in February 2022 to be determined in accordance with my calendar.

The parties then agreed to negotiate a settlement.

Settlement

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, 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:

1. The tenant will vacate the rental unit effective **March 31, 2022, by 1:00 p.m.**
2. Pursuant to section 35, of the *Act*, a **Condition Inspection: End of Tenancy** will take place on **March 26, 2022**, at a time agreed upon by both parties. If there are deficiencies, the tenant will be made aware of those deficiencies and have until the end of tenancy to correct them.
3. On **March 31, 2022, prior to the end of tenancy (1:00 p.m.)** the landlord and tenant will meet. The tenant will give the keys of the rental unit to the landlord and the landlord will give the tenant two (2) bank drafts. One bank draft in the amount of **\$2000.00** (moving cost) and the second bank draft in the amount of **\$700.00** (return of the security deposit) predicated on the Condition Inspection.
4. The landlord will advertise the rental unit for an effective occupancy date of April 1, 2022. The tenants will, with 24 hour notice, permit potential tenants access to view the rental unit.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as **legal, final, and binding**, which settle all aspects of this dispute between them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the landlord to pay the tenant \$2000.00 on or before March 31, 2022, 1:00 p.m. Return of the security deposit is predicated on a satisfactory Condition Inspection, in the amount of \$700.00.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on March 31, 2022.

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 20, 2022

Residential Tenancy Branch