



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated September 30, 2021 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the two tenants ("tenant SS" and "tenant RS") 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 58 minutes.

The hearing began at 11:00 a.m. and ended at 11:58 a.m. Tenant SS exited the teleconference at 11:41 a.m. and called back in at 11:42 a.m. No settlement terms were discussed in the absence of tenant SS.

The landlord and the two tenants confirmed their names and spelling. Tenant SS provided an email address for me to send this decision to both tenants after the hearing. The landlord provided her mailing address for me to send this decision to her after the hearing.

The landlord stated that she owns the rental unit and confirmed the rental unit address.

Tenant SS confirmed that he is the son of tenant RS. Tenant SS identified himself as the primary speaker for both tenants at this 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 (“RTB”) *Rules of Procedure* (“Rules”). The landlord and the two tenants 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. 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.

#### Preliminary Issue – Inappropriate Behaviour by Tenant SS during this Hearing

Rule 6.10 of the RTB *Rules* states the following:

*6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing*  
*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator’s direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

During this hearing, tenant SS repeatedly interrupted me, spoke at the same time as me, and argued with me. I repeatedly cautioned tenant SS about his inappropriate behaviour during this hearing, but he continued with it. However, I allowed him to attend the full hearing, despite his inappropriate behaviour, since he identified himself as the primary speaker on behalf of both tenants and since both tenants asked to reach a settlement with the landlord.

The tenants reached a settlement at this hearing, on the exact terms that they requested from the landlord. The tenants only applied for two claims in this application but were able to come to a settlement agreement on nine different terms, many of which were not included or requested in the tenants’ original application against the landlord.

### 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 8:00 p.m. on October 31, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that her 1 Month Notice, dated September 30, 2021, was cancelled and of no force or effect;
3. The landlord agreed to reimburse the tenants for the cost of the \$100.00 filing fee paid for this application, by way of reducing the tenants' March 2022 rent by \$100.00, so that the tenants are only required to pay \$1,450.00 (instead of \$1,550.00) to the landlord by March 1, 2022;
4. The landlord agreed, at her own cost, to hire a certified, licensed pest control company to complete inspection and pest control treatment for mice and rats at the rental unit, by February 18, 2022;
5. The landlord agreed, at her own cost, to hire a certified, licensed professional to install a small fan in the ceiling above the kitchen area at the rental unit, by February 28, 2022;
6. The landlord agreed, at her own cost, to provide a separate mailbox or door mail slot for the tenants at the rental property and ensure that it is visible for mail to be delivered by mail personnel, by February 28, 2022;
7. The tenants agreed to purchase their own additional bins for garbage, compost, and recycling at the rental property, since the landlord has already provided the tenants with the minimum number of bins;
8. Both parties agreed to abide by section 29 of the *Act*, which requires the landlord to provide at least 24 hours' written notice to the tenants before entering the rental unit and requires the tenants to allow and provide access to the landlord, whether the tenants are physically present or not at the rental unit;
  - a. Both parties agreed that written notice is acceptable by way of text messages and emails, since these are their primary methods of communication;

- b. The tenants agreed that less than 24 hours' written notice from the landlord is acceptable, in order for the landlord and/or any professionals to complete the repair orders in this settlement;
  - c. The tenants agreed that their refusal to grant entry or access to the rental unit by the landlord and/or any professionals to complete the repair orders in this settlement, cannot be construed as a delay by the landlord;
9. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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 lengthy 58-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The tenants were given ample time and multiple opportunities to privately discuss and review the settlement terms with each other 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 8:00 p.m. on October 31, 2022, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) 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 September 30, 2021, is cancelled and of no force or effect.

I order both parties to comply with section 29 of the *Act*.

I order the landlord to complete the repairs noted above and for the tenants to provide entry and access to the rental unit for the landlord and any professionals to complete same.

I order the tenants to pay a reduced March 2022 rent of \$1,450.00 to the landlord, by March 1, 2022, in full satisfaction of the monetary award for the \$100.00 filing fee.

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: February 11, 2022

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Residential Tenancy Branch