



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, FFT; CNL; CNC

Introduction

This hearing dealt with the tenants' first application, filed on October 15, 2021, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 3, 2021 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated October 2, 2021 ("first 1 Month Notice"), pursuant to section 47; and
- authorization to recover the \$100.00 filing fee paid for their first application, pursuant to section 72.

This hearing dealt with the tenants' second application, filed on December 10, 2021, pursuant to the *Act* for:

- cancellation of the landlords' Two Month Notice to End Tenancy for Landlord's Use of Property, dated November 23, 2021 ("2 Month Notice"), pursuant to section 49.

This hearing also dealt with the tenants' third application, filed on January 31, 2022, pursuant to the *Act* for:

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated January 23, 2022 ("second 1 Month Notice"), pursuant to section 47.

The two landlords, male landlord ("landlord") and "female landlord," and the two tenants, male tenant ("tenant") and "female tenant," 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 began at 11:00 a.m. with me and the two tenants present. The two landlords called in late at 11:02 a.m. I informed the landlords about what occurred in their absence. This hearing ended at 12:00 p.m., after 60 minutes total.

The tenants stated that they intended to call one witness at this hearing. However, the tenants' witness did not call in or testify at this hearing.

The landlord provided his name and spelling. He identified himself as the primary speaker on behalf of both landlords. He stated that he had permission to represent the female landlord at this hearing, as she did not testify. He said that he owns the rental unit with the female landlord. He confirmed the rental unit address. He provided an email address for me to send this decision to both landlords after the hearing.

The two tenants provided their names. The tenant identified himself as the primary speaker on behalf of both tenants. He stated that he had permission to represent the female tenant at this hearing. He provided an email address for me to send this decision to both tenants after the hearing.

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recording of this hearing by anyone. The landlord and the two tenants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and 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 wanted to proceed with this hearing, settle all three applications, and they did not want me to make a decision.

I repeatedly informed both parties that I could not provide legal advice to them. The tenants stated that they obtained legal advice from a lawyer, prior to this hearing.

The landlord confirmed receipt of the tenants' first two applications for dispute resolution hearing packages. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants' first two applications.

During the hearing, both parties confirmed that there is a “future hearing” scheduled at the RTB for the tenants’ third application on March 7, 2022 at 1:30 p.m. The landlord confirmed receipt of this application. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants’ third application. Both parties agreed to settle the tenants’ third application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

The landlord stated that he served the tenants with the landlords’ evidence package on February 11, 2022, by way of posting to their rental unit door. He claimed that he did not serve the landlords’ videos to the tenants, because it was served for a prior RTB hearing between both parties. The tenant stated that the tenants did not receive the landlords’ evidence package. As I was not required to make a decision regarding the tenants’ three applications or consider the landlords’ evidence, I do not find it necessary to make findings regarding service of the landlords’ evidence to the tenants.

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 May 1, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants are permitted to vacate the rental unit earlier than May 1, 2022, provided that the tenants first give at least 30 days’ written notice to the landlords, by way of posting a letter to the landlords’ door at the rental property;
3. Both parties agreed to participate in a move-out condition inspection and report at the rental unit at 12:00 p.m. on May 1, 2022;
4. The landlords agreed that all of their notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
5. Both parties agreed that the tenants’ security deposit of \$925.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;

6. The tenants agreed to provide a written forwarding address to the landlords, in accordance with section 38 of the *Act*;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for their first application;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their first two applications at this hearing;
9. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their third application scheduled for a future RTB hearing at 1:30 p.m. on March 7, 2022, arising out of this tenancy, the file number of which appear on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future RTB hearing which is hereby cancelled by way of this settlement.

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.

During the hearing, I repeatedly confirmed the above settlement terms with the two tenants. The two tenants repeatedly affirmed, under oath, that they were agreeable to the above settlement terms and that they understood they were legal, final, binding and enforceable. The tenants repeatedly affirmed, under oath, that they agreed and understood that she could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of all three applications, as noted above. I repeatedly informed the two tenants, during this hearing, that I could not provide legal advice to them, as they repeatedly asked for same.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 60-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them. The two landlords and the two tenants were provided with ample and extra time during this hearing to discuss and review the above settlement terms privately with each other, 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 1:00 p.m. on May 1, 2022, to be used by the landlord(s) **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order as soon as possible after he does not comply with the above agreement. 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.

All of the landlords' notices to end tenancy, issued to the tenants to date, are cancelled and of no force or effect.

The tenants must bear the cost of the \$100.00 filing fee paid for their first application.

The tenants' security deposit of \$925.00 is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The tenants' third application, scheduled for a future hearing on March 7, 2022 at 1:30 p.m., is settled by way of this agreement and neither party is required to attend the future hearing, which is cancelled.

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 22, 2022

Residential Tenancy Branch