



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

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

- an order of possession for cause, pursuant to section 55.

The individual landlord ("landlord") and the two tenants, male tenant ("tenant") and "female tenant" (collectively "tenants") 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 32 minutes.

This hearing began at 11:00 a.m. and ended at 11:32 a.m. At the outset of this hearing, there was a lot of echoing and feedback on the teleconference, making it difficult to hear. I asked both parties to exit the teleconference and call back in immediately, so everyone could hear properly, without the echoing and feedback. Both parties and I exited the teleconference line at 11:03 a.m. and the hearing resumed at 11:05 a.m. with both parties and I present.

The two tenants called back into the hearing from one telephone line. The tenant elected to be the primary speaker for both tenants during this hearing. He said that he would pass the telephone to the female tenant, if she wanted to speak during this hearing. The female tenant chose not to speak during this hearing, despite being given the opportunity to do so. The tenant confirmed that he had permission to represent the female tenant at this hearing. He said that the female tenant was sitting beside him throughout this hearing.

The landlord and the tenant confirmed their names and spelling. The tenant confirmed the female tenant's name and spelling. The landlord and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord stated that he owns the rental unit and confirmed the rental unit address. He said that his company also owns the rental unit and provided the company name (collectively "landlords").

At the outset of this hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord affirmed, under oath, that he would not record this hearing. The tenant affirmed, under oath, that neither he, nor the female tenant, would record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the landlords' application to add the name of the landlord company owner as a landlord-applicant. The landlord consented to this amendment during this hearing. The tenants did not raise any objections. I also amend the landlords' application to correct the spelling of the tenant's first name and the female tenant's surname. The landlord and the tenant 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 this 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 August 31, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that the landlords' One Month Notice to End Tenancy for Cause, dated September 27, 2021 ("1 Month Notice"), was cancelled and of no force or effect;
3. The landlords 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 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 32-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.

During this hearing, I repeatedly confirmed the above settlement terms with the tenant. The tenant affirmed, under oath, that he was agreeable to the above settlement terms, and he understood that they were legal, final, binding and enforceable. The tenant affirmed, under oath, that he agreed and understood that they could not change the settlement terms after the hearing was over and that he knew it was a full and final settlement of this application. The tenant affirmed, under oath, that he had a choice in making this agreement and he was doing so voluntarily. The tenant was given ample time and opportunity during this hearing, to think about, review, discuss, and ask questions about the above settlement terms and to consult the female tenant privately. The tenant affirmed, under oath, that he had permission to make this agreement on behalf of the female tenant, that the female tenant was agreeable to the above terms, and that the female tenant knew that she was also legally bound by the above terms.

Conclusion

I order both parties to comply with all of the above settlement terms.

The landlords' 1 Month Notice, dated September 27, 2021, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as advised to them during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2022. The tenant(s) must be served with 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.

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: March 14, 2022

Residential Tenancy Branch