



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, DRI, LRE, OLC, 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 ("1 Month Notice"), pursuant to section 47;
- a monetary order of \$301.06 for compensation under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order regarding a disputed additional rent increase of \$4,200.00, pursuant to section 43;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the two tenants, tenant KS ("tenant") and "tenant DJ," 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 31 minutes.

The landlord confirmed his name and spelling. He stated that he owns the rental unit. He said that the rental unit is leased to his company, which he also owns. He confirmed the rental unit address. He provided an email address for me to send this decision to him after the hearing.

The tenant confirmed the names and spelling for himself, and the other two tenants named in this application. He provided an email address for me to send this decision to all three tenants after the hearing. He said that he had permission to represent the other two tenants named in this application (collectively “tenants”). The tenant stated that tenant DJ would not testify at this hearing, he was observing only, and he was sitting beside him during 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*. The landlord affirmed, under oath, that he would not record this hearing. The tenant affirmed, under oath, that neither he, nor tenant DJ, would record this hearing.

I explained the hearing and settlement processes, and the 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. Neither party made any adjournment or accommodation requests. 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.

The landlord and the tenant affirmed that the RTB had jurisdiction to deal with this application, as it is a tenancy under the *Act*. Based on the consent of both parties and as per their above affirmed testimony, I proceeded with this hearing and recorded the settlement terms between both parties.

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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that this tenancy will end by March 31, 2022, by which date the tenant and any other occupants will have vacated the rental unit;

2. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their monetary claims in this application, totalling \$4,501.06, and agreed that they will not initiate any future claims or applications against the landlord, with respect to these monetary claims;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. 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 and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 31-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

The landlord stated that he did not want an order of possession against the tenants, to enforce the above settlement terms. Therefore, I have not issued an order of possession to the landlord, as per his request.

Conclusion

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

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

The landlord is not issued an order of possession against the tenants.

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 22, 2022

Residential Tenancy Branch