



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TERRA VISTA RENTAL
ASSOCIATION TRIBE MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LRE, FFT

Introduction

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

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated January 11, 2022 ("1 Month Notice"), pursuant to section 47;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlords' two agents, "landlord CR" and "landlord TA," and tenant IJ ("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 lasted approximately 19 minutes.

All hearing participants confirmed their names and spelling. Landlord CR and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord CR confirmed that she was the property manager for both landlord companies (collectively "landlords") named in this application and that she had permission to speak on their behalf. She stated that landlord company TVRA was the owner of the rental unit and landlord company TMI was the property management company for the owner. She provided the rental unit address.

Landlord TA confirmed that he was the caretaker manager for both landlord companies named in this application and that he had permission to speak on their behalf.

The tenant confirmed that only he would be attending this hearing on behalf of all tenants (collectively “tenants”). He said that his wife was not present, and she did not want to participate in 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 *Rules of Procedure* (“Rules”). Landlord CR, landlord TA, and the tenant 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 and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

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, except for the filing fee.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the filing fee:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 15, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that the landlords’ 1 Month Notice, dated January 11, 2022, was cancelled and of no force or effect;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee.

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, except for the filing fee.

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

Landlord CR and landlord TA confirmed that they had permission to make this agreement on behalf of both landlords named in this application.

Filing Fee

Both parties were unable to settle the tenants' application to recover the \$100.00 filing fee. The tenant asked that I make a decision about it.

The filing fee is a discretionary award usually issued by an Arbitrator after a full hearing is conducted on the merits of the applicant's application, a decision is made, and the applicant is successful. Both parties settled this application, and I was not required to conduct a full hearing or make a decision on the merits of the tenants' application.

Accordingly, I dismiss the tenants' application to recover the \$100.00 filing fee, without leave to reapply.

Conclusion

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

The landlords' 1 Month Notice, dated January 11, 2022, is cancelled and of no force or effect.

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 15, 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 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 tenants' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: April 19, 2022

Residential Tenancy Branch