



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 454282 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNETC

Introduction

On February 1, 2022, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 51 of the *Residential Tenancy Act* (the “Act”).

The Tenant attended the hearing. P.J. attended the hearing as an agent for the Landlord, with C.A. attending as counsel for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance, with the exception of C.A., provided a solemn affirmation.

Service of documents was discussed, and despite discussions pertaining to the Landlord’s failure to submit documentary evidence in accordance with the Rules of Procedure, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Orders that accompany it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant foregoes his right to claim for 12 months' compensation pursuant to Section 51 of the *Act*.
2. P.J.'s husband must write a sincere, heartfelt apology to the Tenant regarding the manner with which the Tenant was evicted.
3. This apology may be sent to the Tenant by email, at the address that the Landlord already has for the Tenant.
4. The Tenant did not stipulate a timeframe for when this apology letter should be sent.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, I hereby Order that P.J.'s husband comply with the conditions of the agreed upon settlement. As this is a simple request, and as there should be no reasonable explanation for why he could not fulfill this condition hastily, he is

encouraged to comply with these conditions forthwith so the parties can achieve closure on the matter.

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 12, 2022

Residential Tenancy Branch