



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL; CNC, FFT; RP, FFT

Introduction

This hearing dealt with the landlord's application, filed on March 21, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the \$100.00 filing fee paid for its application, pursuant to section 72.

This hearing also dealt with the tenant's first application, filed on March 14, 2022, pursuant to the *Act* for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated March 7, 2022 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the \$100.00 filing fee paid for his first application, pursuant to section 72.

This hearing also dealt with the tenant's second application, filed on April 6, 2022, pursuant to the *Act* for:

- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32; and
- authorization to recover the \$100.00 filing fee paid for his second application, pursuant to section 72.

The "landlord's agent" IT, the "landlord's advocate" IC, the tenant, and the tenant's advocate 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 50 minutes.

This hearing began at 9:30 a.m. I asked all participants to exit the conference and call back, due to a bell ringing in the background, which made it difficult for me to hear. Neither party could determine where the noise was coming from. All participants exited the conference from 9:38 a.m. to 9:39 a.m., and when they returned, the bell ringing noise had stopped. This hearing ended at 10:20 a.m.

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

The landlord's advocate identified herself as the primary speaker at this hearing. She stated that she had permission to represent the landlord's agent and the landlord company ("landlord") named in this application. She said that the landlord owns the rental unit and the landlord's agent is employed by the landlord. She confirmed the rental unit address.

The tenant identified himself as the primary speaker at this hearing. He stated that his advocate had permission to speak on his behalf and assist him at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recording of this hearing by any party. At the outset of this hearing, the landlord's advocate affirmed, under oath, that neither she, nor the landlord's agent, would record this hearing. At the outset of this hearing, the tenant and the tenant's advocate both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. I informed both parties that I could not provide legal advice to them or act as their agent or advocate. 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 settle all three applications and they did not want me to make a decision.

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

The tenant confirmed that he did not provide any written evidence for this hearing.

During this hearing, both parties confirmed that there are “two future hearings” scheduled at the RTB for the tenant’s two applications on June 30, 2022 at 9:30 a.m. and on July 29, 2022 at 9:30 a.m. Both parties agreed to settle the tenant’s two applications at this hearing and confirmed that they would not attend the two future hearings because they are cancelled by way of this agreement. The two file numbers for both applications appear on the front page of this decision.

Settlement Terms

Pursuant to section 63 of the *Act*, if both 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, both 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 23, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed to participate in a move-out condition inspection at the rental unit at 1:00 p.m. on May 23, 2022;
3. The landlord agreed that all of its notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
4. Both parties agreed that the tenant’s security deposit of \$378.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for its application;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application at this hearing;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his two applications scheduled for two future RTB hearings on June 30, 2022 at 9:30 a.m. and on July 29, 2022 at 9:30 a.m., arising out of this tenancy, the file numbers of which appear on the front page of this decision;
 - a. Both parties confirmed that they will not be attending the two future RTB hearings which are hereby cancelled by way of this settlement;
 - b. The tenant agreed to bear the cost of the two \$100.00 filing fees paid for his two applications.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 50-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms privately during this hearing. The landlord's advocate affirmed that she had permission to make this agreement on behalf of the landlord and the landlord's agent. The tenant affirmed that he made this agreement with the assistance of his advocate.

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 23, 2022, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order as soon as possible after he does not comply with the above agreement. Should the tenant 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 landlord's notices to end tenancy, issued to the tenant to date, are cancelled and of no force or effect.

The landlord must bear the cost of the \$100.00 filing fee paid for its application.

The tenants' security deposit of \$378.00 is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The tenant's two applications, scheduled for two future RTB hearings on June 30, 2022 at 9:30 a.m. and on July 29, 2022 at 9:30 a.m., are settled by way of this agreement and neither party is required to attend the two future hearings, which are cancelled.

The tenant must bear the cost of the two \$100.00 filing fees paid for his two applications.

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: May 12, 2022

Residential Tenancy Branch