



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IVANHOE HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FFT

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 2, 2022 ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's agent and the 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 33 minutes from 11:00 a.m. to 11:33 a.m.

The landlord's agent intended to call a witness, who was excluded from the outset of this hearing, and did not return to testify.

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

The landlord's agent confirmed that he had permission to represent the landlord company named in this application ("landlord"). He stated that is a leaseholder of the rental building. He said that he also had permission to present the individual owners of the rental unit. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* ("Rules") does not permit recording of this hearing by any party. The landlord's agent and the tenant both 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, they did not want me to make a decision, and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

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

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.

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 tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 10 Day Notice, dated March 2, 2022, was cancelled and of no force or effect;
3. The landlord agreed that there is no unpaid rent currently owed by the tenant to the landlord, for this tenancy, to date;
4. The landlord agreed to reimburse the tenant for the cost of the \$100.00 filing fee paid for this application, by way of leaving a cheque at the front desk mailbox by June 23, 2022, for the tenant to pick up;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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 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 33-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms privately during this hearing. Both parties affirmed, under oath, that they fully understood and agreed to the above settlement terms. Both parties affirmed, under oath, that they agreed and understood that the above settlement terms were final, binding, and could not be changed after this hearing was over.

I provided the tenant with ample and additional time during this hearing to think about, review, discuss, and ask questions about the terms of this settlement. I repeatedly informed the tenant that he could settle this application, or I could make a decision regarding same. I repeatedly explained the above options to the tenant during this hearing. I repeatedly offered the tenant additional time to think about the settlement terms during this hearing. The tenant repeatedly affirmed, under oath, that he wanted to settle this application with the landlord, and he did not want me to make a decision.

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 August 31, 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 a copy of this Order. 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.

The landlord's 10 Day Notice, dated March 2, 2022, is cancelled and of no force or effect.

In order to implement the above settlement, I issue a monetary Order in the tenant's favour in the amount of \$100.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$100.00 as per condition #4 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: June 23, 2022

Residential Tenancy Branch