



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC; CNC

### Introduction

This hearing dealt with the tenants' first application, filed on March 10, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

This hearing also dealt with the tenants' second application, filed on March 10, 2022, pursuant to the *Act* for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated February 24, 2022 ("1 Month Notice"), pursuant to section 47.

The landlord and the two tenants, tenant LW ("tenant") and "tenant JG," 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 28 minutes.

This hearing began at 11:00 a.m. with me, the landlord, and the tenant present. Tenant JG called in late at 11:02 a.m. This hearing ended at 11:28 a.m.

The landlord and the two tenants confirmed their names and spelling. The landlord and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that he owns the rental unit and provided the rental unit address.

The tenant identified herself as the primary speaker on behalf of both tenants 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 and the two tenants all separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I asked the landlord and the two tenants, who were calling from three separate telephone lines, to remove their telephones from the speakerphone function because the echoing and feedback was making it difficult for me to hear. I cautioned both parties about interrupting each other and myself during this hearing. I cautioned both parties that their telephone lines could be muted, or they may be removed from the hearing if they did not comply with my warnings and directions. Both parties confirmed their understanding of same.

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. Neither party made any adjournment or accommodation requests. Both parties confirmed that they wanted to settle both applications and they did not want me to make a decision.

The landlord confirmed receipt of the tenants’ two applications for dispute resolution hearing packages. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenants’ two applications.

The landlord stated that he did not serve his documentary evidence to the tenants. The tenants claimed that they did not receive any evidence from the landlord. I informed the landlord that I could not consider his evidence at this hearing or in my decision because it was not served to the tenants, as required by Rule 3.1 of the RTB *Rules*. I informed the landlord that his evidence was also uploaded late to the online RTB website on June 11, 2022, less than 7 days prior to this hearing on June 13, 2022, which is contrary to Rule 3.15 of the RTB *Rules*. However, I was not required to consider the landlord’s evidence at this hearing or in my decision because both parties agreed to voluntarily settle, and I was not required to make a decision on the merits of the tenants’ two applications.

### 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 September 30, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenants are permitted to vacate the rental unit earlier than September 30, 2022, provided that the tenants first give at least 5 days' notice to the landlord by way of text message;
3. The tenants agreed to make best efforts to find new housing as soon as possible;
4. The landlord agreed to write a reference letter for the tenants;
5. The landlord agreed that his 1 Month Notice, dated February 24, 2022, is cancelled and of no force or effect;
6. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their two applications 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 28-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms privately with each other during this hearing.

### 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 September 30, 2022, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order as soon as possible after they do not comply with the above agreement. 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 landlord's 1 Month Notice, dated February 24, 2022, is cancelled and of no force or effect.

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 13, 2022

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Residential Tenancy Branch