



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET; OPC, FFL; RP, CNL, CNC, OLC, FFT

Introduction

This hearing dealt with the landlords' first application, filed on June 13, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an order of possession, pursuant to section 56.

This hearing also dealt with the landlords' second application, filed on June 23, 2022, pursuant to the *Act* for:

- an order of possession for cause, pursuant to section 47; and
- authorization to recover the \$100.00 filing fee paid for their application, pursuant to section 72.

This hearing also dealt with the tenant's application, filed on May 13, 2022, pursuant to the *Act* for:

- an order requiring the landlords to complete repairs to the rental unit, pursuant to section 32;
- cancellation of the landlords' Two Month Notice to End Tenancy for Landlord's Use of Property, dated April 13, 2022 ("2 Month Notice"), pursuant to section 49;
- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated June 12, 2022 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for their application, pursuant to section 72.

The two landlords, landlord JW (“landlord”) and “landlord RW,” the tenant, the tenant’s agent, and the agent’s supervising lawyer 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 64 minutes.

This hearing began at 9:30 a.m. A party for a different application, file and proceeding called into this hearing and was excluded from the conference at 9:33 a.m. This hearing ended at 10:34 a.m.

The agent’s lawyer refused to affirm an oath, stating that she would not be providing testimony or evidence at this hearing. The two landlords, the tenant, and the tenant’s agent all affirmed an oath at this hearing.

The two landlords, the tenant, the tenant’s agent, and the agent’s lawyer 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 identified herself as the primary speaker for the landlords at this hearing. Landlord RW stated that the landlord had permission to speak on his behalf. Both landlords confirmed that they co-own the rental unit and the landlord provided the rental unit address.

The tenant identified herself as the primary speaker for the tenant at this hearing. She stated that her agent and the agent’s lawyer had permission to speak on her behalf and assist her 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 two landlords, the tenant, and the tenant’s agent all separately affirmed, under oath, that they would not record this hearing. At the outset of this hearing, the agent’s lawyer confirmed that she would not record 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 were ready to proceed with this hearing, they wanted to settle all three applications, and they did not want me to make a decision.

The tenant confirmed receipt of the landlords' first application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlords' first application.

During this hearing, both parties confirmed that there is one future hearing scheduled at the RTB for the tenant's application on September 23, 2022 at 11:00 a.m. The landlord confirmed that the landlords filed a second application on June 23, 2022, which has not been scheduled for a future RTB hearing yet. During this hearing, I confirmed from the online RTB dispute system that the landlords' second application was still in the screening and processing stages at the RTB, and it had not yet been scheduled for a hearing.

Both parties agreed to settle the tenant's application and the landlords' second application at this hearing and confirmed that they would not attend any future RTB hearings for the above files 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 September 1, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed to respect quiet time hours at the rental property between 10:00 p.m. and 7:00 a.m., for the remainder of this tenancy;
3. The tenant agreed that she will not use the backyard at the rental property for the remainder of this tenancy, except to enter and exit the rental unit and to supervise her son, who is permitted by the landlords to play in the backyard;

4. Both parties agreed that they will not engage in any unnecessary communication for the remainder of this tenancy, except to discuss construction at the rental property and any tenancy-related issues;
5. The landlords agreed to remove the security camera in the backyard of the rental property by July 7, 2022;
6. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their first application;
7. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their second application, filed on June 23, 2022, not yet scheduled for a future RTB hearing, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they will not be attending any future RTB hearing for the landlords' second application, which is hereby cancelled by way of this settlement;
 - b. The landlords agreed to bear the cost of the \$100.00 filing fee paid for that application;
 - c. The landlords agreed to contact the RTB by July 15, 2022, in order to confirm that their second application has been cancelled and is not scheduled for a future RTB hearing, and to cancel such application and resulting hearing, if it has not already been done by the RTB;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application scheduled for a future RTB hearing on September 23, 2022, at 11:00 a.m. arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they will not be attending the future RTB hearing on September 23, 2022, at 11:00 a.m., which is hereby cancelled by way of this settlement;
 - b. The tenant agreed to bear the cost of the \$100.00 filing fee paid for that application.

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 64-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms privately during this hearing.

The landlords affirmed that they had ample time to discuss the terms of this settlement agreement privately with each other during this hearing.

The tenant affirmed that she had ample time to discuss the terms of this settlement agreement privately with her agent and the agent's lawyer during this hearing. The tenant affirmed that she made this agreement based on the legal advice and assistance of her agent and the agent's lawyer 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 1, 2022, to be used by the landlord(s) **only** if the tenant and any other occupants do not abide by condition #1 of the above settlement. The tenant must be served with this Order as soon as possible. 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 landlords' notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

The landlords' second application, filed on June 23, 2022, not yet scheduled for a future RTB hearing, is settled by way of this agreement and neither party is required to attend any future hearing, which is cancelled. The landlords must bear the cost of the \$100.00 filing fee paid for that application.

The tenant's application, scheduled for a future RTB hearing on September 23, 2022 at 11:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing, which is cancelled. The tenant must bear the cost of the \$100.00 filing fee paid for that application.

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: July 08, 2022

Residential Tenancy Branch