



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC-MT

### Introduction

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

- more time to make an application to cancel the landlord's One Month Notice to End Tenancy for Cause, dated March 16, 2022 ("1 Month Notice"), pursuant to section 66; and
- cancellation of the landlord's 1 Month Notice, pursuant to section 47.

The landlord's two agents, "landlord ME" and "landlord MG," 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 38 minutes.

This hearing began at 11:00 a.m. with me, the tenant, and the tenant's advocate present. The landlord's two agents called in late at 11:02 a.m. Landlord MG exited the hearing and called back in on a separate telephone line in a separate room immediately at 11:09 a.m., because she was previously using a speakerphone in the same room with landlord ME and there was a lot of echoing and feedback, making it difficult for me to hear. The landlord's witness called in at 11:10 a.m. and was immediately excluded from the hearing and she did not return to testify. This hearing ended at 11:38 a.m.

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

Landlord ME stated that she is the property manager and landlord MG said that she is the director of operations, both employed by the landlord company ("landlord") named in this application. Both landlord agents confirmed that they had permission to represent the landlord at this hearing. Landlord ME stated that the landlord owns the rental unit and confirmed the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the landlord's two agents, the tenant, and the tenant's advocate all 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. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. The tenant and his advocate stated that they wanted to reach a settlement agreement with the landlord's two agents at this hearing.

Landlord ME confirmed receipt of the tenant's application for dispute resolution and notice of hearing. The tenant's advocate 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 notice of hearing, and the tenant was duly served with the landlord's evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the tenant's first name. The tenant provided the correct spelling of his first name during this hearing. The tenant's advocate requested this amendment during this hearing. The landlord's two agents did not object to this amendment during this hearing.

### 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 this 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 September 15, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated March 16, 2022, was cancelled and of no force or effect;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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 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 38-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

During this hearing, I repeatedly confirmed the above settlement terms with the tenant. The tenant affirmed, under oath, that he was agreeable to the above settlement terms, and he understood that they were legal, final, binding and enforceable. The tenant affirmed, under oath, that he agreed and understood that they could not change the settlement terms after the hearing was over and that he knew it was a full and final settlement of this application. The tenant affirmed, under oath, that he had a choice in making this agreement and he was doing so voluntarily of his own free will.

The tenant was given ample time and opportunity during this hearing, to think about, review, discuss, and ask questions about the above settlement terms privately with his advocate. The tenant affirmed that, during this hearing, his advocate explained the concept of a voluntary settlement and not being forced or compelled to participate in a settlement agreement. The tenant repeatedly affirmed, under oath, that he was making this agreement of his own free will, he was not being forced, and this was a voluntary settlement.

Conclusion

I order both parties to comply with all of the above settlement terms.

The landlord's 1 Month Notice, dated March 16, 2022, is cancelled and of no force or effect.

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 15, 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.

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: August 11, 2022

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Residential Tenancy Branch