



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, AS, CNC, OLC, FFT; CNL, LRE, OLC, FFT

Introduction

This hearing dealt with the tenant's first application, filed on April 14, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld, pursuant to section 65;
- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated April 11, 2022 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 72.

This hearing also dealt with the tenant's second application, filed on July 27, 2022, pursuant to the *Act* for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated July 13, 2022 ("2 Month Notice"), pursuant to section 49;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order requiring the landlord 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 his application, pursuant to section 72.

The landlord, the landlord's lawyer, the landlord's English language translator, 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 73 minutes.

This hearing began at 11:00 a.m. and ended at 12:13 p.m. The landlord's witness TC was excluded from the outset of this hearing at 11:06 a.m., he did not hear any evidence from either party, and he did not return to testify.

The landlord's lawyer confirmed the names and spelling for him, the landlord, and the landlord's translator. The tenant confirmed his name and spelling. The landlord's lawyer and the tenant both provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that her lawyer had permission to speak on her behalf. She said that her translator had permission to assist her at this hearing. She stated that she owns the rental unit.

The landlord's lawyer identified himself as the primary speaker for the landlord at this hearing. He provided the rental unit address. He assisted the landlord with English language translation at this hearing. The tenant confirmed that he did not object to the landlord's lawyer providing English language translation for the landlord at this hearing.

The landlord's lawyer did not affirm an oath at this hearing, as he confirmed he would not be testifying, only providing submissions on behalf of the landlord 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 lawyer confirmed that neither he, nor the landlord, would record this hearing. At the outset of this hearing, the landlord's translator and the tenant both separately affirmed, under oath, that they 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 both applications, and they did not want me to make a decision.

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

During this hearing, the tenant confirmed that he filed a second application, which has not been scheduled for a future RTB hearing yet. During this hearing, I confirmed from the online RTB dispute system that the tenant's second application was filed on July 27, 2022 and was still in the screening and processing stages at the RTB, and it had not yet been scheduled for a future RTB hearing.

Both parties agreed to settle the tenant's second application at this hearing and confirmed that they would not attend any future RTB hearing for the above file because it is cancelled by way of this agreement. The file number for the tenant's second application appears on the cover 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 April 1, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that her 1 Month Notice, dated April 11, 2022, was cancelled and of no force or effect;
3. The landlord agreed to reimburse the tenant for the \$100.00 filing fee paid for the tenant's first application, by August 15, 2022, by way of e-transfer to the tenant's email address, which was verbally confirmed by both parties during this hearing;
4. Both parties agreed to abide by section 29 of the *Act* for the remainder of this tenancy;
 - a. The landlord agreed to provide at least 24 hours' written notice to the tenant prior to entering the rental unit;
 - b. The tenant agreed to provide access to the rental unit for the landlord, once the above proper notice has been provided by the landlord;

- c. The tenant is not required to be present at the rental unit during the above entries by the landlord;
5. The tenant agreed that he will not assign or sublet the rental unit for the remainder of this tenancy;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his first application;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his second application, filed on July 27, 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 tenant's second application, which is hereby cancelled by way of this settlement;
 - b. The landlord agreed that her 2 Month Notice, dated July 13, 2022, was cancelled and of no force or effect;
 - c. 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 73-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms during this hearing. The landlord was provided with ample time to discuss the terms of this settlement agreement privately with her translator and lawyer during this hearing.

Conclusion

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

The landlord's 1 Month Notice, dated April 11, 2022, and 2 Month Notice, dated July 13, 2022, are both 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 April 1, 2023, to be used by the landlord **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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$100.00, against the landlord. 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 #3 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.

The tenant's second application, filed on July 27, 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 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: August 15, 2022

Residential Tenancy Branch