



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated March 30, 2022 ("1 Month Notice"), pursuant to section 47.

"Tenant LZEK" did not attend this hearing, which lasted approximately 47 minutes from 11:00 a.m. to 11:47 a.m. The two landlords, landlord KO ("landlord") and "landlord SO," and tenant KKJC ("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.

Landlord SO intended to call her sister as a witness at this hearing. The witness was excluded from the outset of this hearing. She did not return to testify, as both parties voluntarily settled this application.

The two landlords and the tenant all confirmed their names and spelling. The landlord provided his mailing address, and the tenant provided his email address for me to send this decision to both parties after the hearing.

The two landlords confirmed that they co-own the rental unit. The landlord provided the rental unit address. Landlord SO stated that the landlord had permission to speak on her behalf at this hearing (collectively "landlords").

The tenant confirmed that he had permission to represent tenant LZEK at this hearing (collectively "tenants").

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* does not permit recording of this hearing by any participant. At the outset of this hearing, the two landlords and the tenant 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 or act as their agent or advocate. 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 landlord confirmed receipt of the tenants’ application for dispute resolution hearing package. The tenant confirmed receipt of the landlords’ evidence. In accordance with sections 88 and 89 of the *Act*, I find that both landlords were duly served with the tenants’ application, and both tenants were duly served with the landlords’ 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 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 January 14, 2023, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 1 Month Notice, dated March 30, 2022, was cancelled and of no force or effect;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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 lengthy 47-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 both parties. Both parties affirmed, under oath, that they were agreeable to the above settlement terms, and they understood that they were legal, final, binding and enforceable. Both parties affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application. Both parties affirmed, under oath, that they had a choice in making this agreement and they were doing so voluntarily, without any pressure, and of their own free will.

Both parties were given ample time and opportunity during this hearing, to think about, review, discuss, and ask questions about the above settlement terms privately with each other.

Conclusion

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

The landlords' 1 Month Notice, dated March 30, 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 January 14, 2023, to be used by the landlord(s) **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with a copy of this Order. 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.

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: September 06, 2022

Residential Tenancy Branch