



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPN

Introduction

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

- an order of possession for cause and based on the tenant's notice to end tenancy, pursuant to section 55.

The landlord, the landlord's agent, 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 began at 9:30 a.m. with me and the tenant present. The landlord and her agent called in late at 9:32 a.m. I did not discuss any evidence with the tenant in the absence of the landlord or her agent. This hearing ended at 10:04 a.m. This hearing lasted approximately 34 minutes total.

All hearing participants 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 she owns the rental unit. She provided the rental unit address. She said that her husband, who is her agent, had permission to speak on her behalf at this hearing. She identified her agent as the primary speaker for the landlord at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this

hearing, all hearing participants 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. 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 voluntarily settle this application, and they did not want me to make a decision.

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

The tenant stated that she provided evidence to the RTB but not to the landlord. I informed the tenant that I did not receive her evidence at the RTB. The tenant did not provide a date of submission to the RTB. The landlord's agent said that he did not receive any evidence from the tenant. I informed the tenant that I could not consider her evidence at this hearing or in my decision because she did not submit it to the RTB or provide a date of submission, nor did she serve it to the landlord, as required by Rule 3.15 of the RTB *Rules*. The tenant affirmed her understanding of same. I was not required to consider the tenant's evidence, in any event, since I did not make a decision, and the tenant voluntarily settled this application with the landlord.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to remove the name of "tenant RO" as a tenant-respondent party. The tenant stated that tenant RO is her late husband, and he passed away in the summer. The tenant consented to this amendment during this hearing. Neither the landlord, nor her agent, objected to same. I find no prejudice to either party in making this amendment.

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 the 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 11:00 p.m. on February 28, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that all of her notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her 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 34-minute hearing. Both parties had opportunities to think about, ask questions, negotiate, and discuss the settlement terms in detail. The tenant was given ample and additional time during this hearing, to privately think about and decide whether to settle this application.

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 to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 11:00 p.m. on February 28, 2023. The tenant must be served with 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.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are 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: November 25, 2022

Residential Tenancy Branch