



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

This hearing dealt with the tenant's application, filed on June 22, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated June 15, 2022 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlords 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 this application, pursuant to section 72.

"Landlord MG" did not attend this hearing, which lasted approximately 35 minutes from 11:00 a.m. to 11:35 a.m. Landlord RG ("landlord"), the landlords' 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.

The landlords' agent and the tenant confirmed their names and spelling. The landlords' agent and the tenant both provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that he had permission to represent landlord MG at this hearing (collectively "landlords"). He stated that his agent, who is his daughter, had permission to represent him at this hearing.

The landlords' agent stated that she had permission to represent both landlords, who are her parents, at this hearing. She said that the landlord had some hearing difficulty, but he did not require TTY or any hearing assistance at this hearing. She claimed that she would assist him, repeat, and convey information to him throughout this hearing.

The landlords' agent stated that both landlords own the rental unit. The landlords' agent identified herself as the primary speaker for the landlords at this hearing.

The landlords' agent and the tenant both provided the rental unit address.

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. 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 landlords' agent confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both landlords were duly served with the tenant's application.

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 January 31, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 1 Month Notice, dated June 15, 2022, is cancelled and of no force or effect;
3. Both parties agreed that the tenant is not required to pay any rent to the landlords for the period from December 1, 2022 to January 31, 2023;

4. The landlords agreed to reimburse the tenant for the \$100.00 filing fee paid for this application, by December 1, 2022, by way of e-transfer to the tenant's email address, which was verbally confirmed by both parties during this hearing;
5. Both parties agreed that the landlords are entitled to provide written notice to the tenant, by email, as per section 29 of the *Act*, prior to entering the rental unit, unless there is an emergency;
 - a. Both parties agreed that, since the tenant is out of country, the tenant is can arrange for an agent to attend at the rental unit, during any inspections by the landlords, if the tenant wants to do so;
6. 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 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 35-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms during this hearing. Both parties were offered ample and additional time during this hearing to think about, discuss, negotiate, and decide about this settlement privately. The landlord affirmed that he was agreeable to the above settlement terms and the landlords' agent affirmed that she had permission to make this settlement agreement on behalf of both landlords.

Conclusion

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

The landlord's 1 Month Notice, dated June 15, 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 31, 2023, 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.

I order that the tenant is not required to pay any rent to the landlords for the period from December 1, 2022 to January 31, 2023.

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(s). I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$100.00 as per condition #4 of the above agreement. The landlord(s) must be served with a copy of this Order. Should the landlord(s) 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.

I order both parties to comply with section 29 of the *Act* for the remainder of this tenancy.

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 29, 2022

Residential Tenancy Branch