



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL, FFL

### Introduction

This hearing dealt with the landlords' application, filed on July 12, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for landlords' use of property, pursuant to section 55; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlords' lawyer, 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. This hearing lasted approximately 35 minutes.

This hearing began at 11:00 a.m. with me, the landlords' lawyer, and the landlords' agent present. The tenant called in late at 11:02 a.m. I did not discuss any evidence in the absence of the tenant. This hearing ended at 11:35 a.m.

The landlords' lawyer intended to call a witness at this hearing, who he said is the landlords' son KG, who he excluded from the same room, at the outset of this hearing. The landlords' witness did not return to testify, as both parties voluntarily settled this application.

The landlords' lawyer confirmed the names and spelling for him and the landlords' agent. The tenant confirmed his name and spelling. The landlords' lawyer provided his email address, and the tenant provided his mailing address, for me to send this decision to both parties after the hearing.

The landlords' lawyer confirmed that he had permission to represent the two landlords ("landlords") named in this application. He said that the landlords' agent, who is his

assistant, who legally does not have a surname, would not testify at this hearing but would only take notes.

The landlords' lawyer stated that both landlords own the rental unit. The landlords' lawyer 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, the landlords' lawyer affirmed, under oath, that neither he, nor the landlords' agent, would record this hearing. At the outset of this hearing, the tenant affirmed, under oath, that he 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 affirmed that they wanted to settle this application, and they did not want me to make a decision.

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

The tenant stated that he did not provide any written evidence for this hearing.

#### Preliminary Issue – Inappropriate Behaviour by the Tenant during this Hearing

Rule 6.10 of the RTB *Rules* states the following:

*6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing*  
*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

Throughout this hearing, the tenant repeatedly interrupted me and the landlords' lawyer, spoke at the same time as me and the landlords' lawyer, refused to answer questions from me and the landlords' lawyer, repeatedly asked me the same questions, argued with me, and continued to repeat irrelevant information.

I repeatedly cautioned the tenant about his inappropriate behaviour, repeatedly asked him to stop his inappropriate behaviour, and repeatedly warned him that he could be excluded from this hearing, but he continued with his inappropriate behaviour. I notified the tenant that this hearing lasted longer because of his repeated interruptions, arguments, and inappropriate behaviour.

However, I allowed the tenant to attend the full hearing, despite his inappropriate behaviour, in order to allow him to settle this application, as requested by him at the outset of this hearing.

### 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 December 31, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlords' Two Month Notice to End Tenancy for Landlord's Use of Property, dated June 23, 2022 ("2 Month Notice"), is cancelled and of no force or effect, and the tenant is not entitled to one-month free rent compensation pursuant to this 2 Month Notice;
3. The landlords agreed that they will not pursue any future claims or applications against the tenant for unpaid rent for this tenancy for the period from July 1, 2022 to November 30, 2022;
4. The tenant agreed to pay the landlords \$360.00 for rent by December 31, 2022, for the period from December 1 to 31, 2022;
  - a. The landlords agreed that they will not pursue any future claims or applications against the tenant for unpaid rent for this tenancy for the period from December 1 to 31, 2022;
5. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The tenants' security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;

7. The landlords 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 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.

### 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 this hearing, I issue the attached Order of Possession effective at 1:00 p.m. on December 31, 2022, 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$360.00, against the tenant. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$360.00 as per condition #4 of the above agreement. 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 in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlords' 2 Month Notice, dated June 23, 2022, is cancelled and of no force or effect.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

The tenants' security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: December 06, 2022

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Residential Tenancy Branch