



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 tenant's application, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated July 4, 2022 ("1 Month Notice"), pursuant to section 47.

The landlord, the landlord's lawyer, 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 22 minutes.

This hearing began at 11:00 a.m. with me, the landlord, and the landlord's lawyer present. The tenant called in late at 11:04 a.m. I did not discuss any evidence in the absence of the tenant. This hearing ended at 11:22 a.m.

The landlord's lawyer stated that he intended to call a witness at this hearing, who he said would call in later. The landlord's witness did not call in or testify at this hearing.

All hearing participants confirmed their names and spelling. The landlord's lawyer and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord stated that she owns the rental unit. She provided the rental unit address. She confirmed that her lawyer had permission to represent her 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 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 this application, and they did not want me to make a decision. At the outset of this hearing, the landlord's lawyer stated that he wanted to discuss settlement with the tenant, and the tenant agreed to same.

The landlord's lawyer confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

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. 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. Both parties agreed that the tenant will pay the landlord \$10,000.00 total, for all outstanding rent owed for this tenancy, at a rate of \$500.00 per month, until the debt is paid in full;
4. The landlord agreed that the tenant is not required to pay any rent to the landlord, for the period from September 1 to 30, 2022;

5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of this 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 22-minute hearing. Both parties had opportunities to negotiate and discuss the settlement terms during this hearing. Both parties were offered ample and additional time during this hearing to privately 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 **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 landlord's favour in the amount of \$10,000.00, against the tenant. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$10,000.00 as per condition #3 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.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

The tenant is not required to pay any rent to the landlord for the period from September 1 to 30, 2022.

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 09, 2022

Residential Tenancy Branch