



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TIMBERLANE LODGE and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC; CNR, CNL-4M, OLC

Introduction

This hearing dealt with the tenant's first application, filed on August 19, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

This hearing also dealt with the tenant's second application, filed on September 26, 2022, pursuant to the *Act* for:

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlords' 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated August 28, 2022 ("4 Month Notice"), pursuant to section 49(6); and
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The individual landlord GZ ("landlord"), the tenant, and the tenant's two lawyers, "lawyer CB" and "lawyer LR," 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 53 minutes.

This hearing began at 1:30 p.m. Lawyer LR unexpectedly disconnected from the hearing from 1:33 p.m. to 1:34 p.m. The tenant left the hearing from 1:55 p.m. to 2:02 p.m. to discuss the settlement with his two lawyers. No evidence was discussed in the absence of the tenant or lawyer LR. This hearing ended at 2:23 p.m.

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 he owns the rental unit. He said that the landlord company named in this application is the name of the property complex (collectively “landlords”). He provided the rental unit address.

The tenant confirmed that both his lawyers had permission to represent him at this hearing. Lawyer CB identified himself as the primary speaker for the tenant. Lawyer LR confirmed that he would be observing 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. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they wanted to proceed with this hearing and settle this application.

The landlord stated that he received the tenant’s two applications for dispute resolution hearing packages. In accordance with section 89 of the *Act*, I find that the landlords were duly served with the tenant’s two applications.

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 May 20, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that all of the landlords' notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his two applications.

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 lengthy 53-minute hearing. Both parties were provided with ample and additional time during this hearing, to discuss, decide, and negotiate about the settlement terms.

I repeatedly explained the settlement options and terms to the tenant during this hearing. The tenant was given ample and additional time during this hearing to speak to his two lawyers privately, to obtain legal advice and options from his two lawyers, and to discuss, decide, and negotiate about the settlement terms.

Conclusion

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

All of the landlords' notices to end tenancy, issued to the tenant, to date, are 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 May 20, 2023, to be used by the landlords **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.

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 28, 2022

Residential Tenancy Branch