



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHOICE LAND PROPERTY MANAGEMENT
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDCT

Introduction

This hearing dealt with the tenant's first application, filed on July 21, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 7, 2022 ("10 Day Notice"), pursuant to section 46; and
- a monetary order of \$14,00.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67.

The landlord's two agents, "landlord KM" and "landlord LK," 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 51 minutes.

This hearing began at 11:00 a.m. with me and the landlord's two agents present. The tenant called in late at 11:02 a.m. I did not discuss any evidence with the landlord's two agents in the absence of the tenant. This hearing ended at 11:51 a.m.

All hearing participants confirmed their names and spelling. Landlord KM and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord KM confirmed that landlord LK had permission to speak on her behalf at this hearing. She stated that she owns the landlord company ("landlord") named in this application. She said that the landlord owns the rental unit. She provided the rental unit address. She identified herself as the primary speaker for the landlord at this hearing.

Landlord LK stated that she is not employed by the landlord, she is only present to assist landlord KM 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 both parties 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 wanted to settle this application, and they did not want me to make a decision.

Landlord KM stated that she did not receive the tenant’s application for dispute resolution hearing package. She said that she called the RTB and was told about this hearing. The tenant stated that he emailed his application to the landlord, sometime in May, June, or July 2022, but he did not provide an exact date for same. He said that he thought the RTB would serve the landlord. As both parties settled this application, I do not find it necessary to record any findings regarding service of the tenant’s application and evidence to the landlord.

The tenant stated that he received the landlord’s evidence. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord’s evidence.

During this hearing, the tenant confirmed that he filed a second application, on December 12, 2022, the day before this hearing, which has not been scheduled for a future RTB hearing yet. During this hearing, I confirmed from the online RTB dispute access site that the tenant’s second application was filed on December 12, 2022 and was still in the screening and processing stages at the RTB, and it has not yet been scheduled for a future RTB hearing.

Both parties agreed to settle the tenant’s second application at this hearing and confirmed that they would not attend any future RTB hearing for the above file because it is cancelled by way of this agreement. The file number for the tenant’s second application appears on the cover page of this decision.

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 landlord agreed that the tenant is not required to pay any rent or utilities to the landlord for the month of January 2023;
3. The landlord agreed not to pursue any future claims or applications against the tenant for past or future unpaid rent or utilities;
4. 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;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his first application, including his monetary claim for \$14,000.00;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his second application, which includes a monetary claim, filed on December 12, 2022, not yet scheduled for a future RTB hearing, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they will not be attending any future RTB hearing for the tenant's second application, which is hereby cancelled by way of this settlement;
7. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

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 51-minute hearing. Both parties had opportunities to ask questions and decide privately about the settlement during this hearing. Both parties were provided with ample and additional time during this hearing, 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 landlord's 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 January 31, 2023, 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.

The tenant's second application, filed on December 12, 2022, not yet scheduled for a future RTB hearing, is settled by way of this agreement and neither party is required to attend any future hearing, which is cancelled.

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 13, 2022

Residential Tenancy Branch