



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC-MT, FFT

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlord's One Month Notice to End Tenancy for Cause, dated October 7, 2022 ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 1 Month Notice, pursuant to section 47; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the two tenants, tenant WJ ("tenant") and "tenant ED," 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 14 minutes from 11:00 a.m. to 11:14 a.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 stated that he co-owns the rental unit with his sister. He said that he had permission to represent his sister at this hearing. He provided the rental unit address.

The tenant identified himself as the primary speaker for the tenants at this hearing and tenant ED agreed to same.

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, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application.

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

The tenant confirmed receipt of the landlord's evidence package. He said that he received it on January 29, 2023, but he was not able to look at it until February 1, 2023. He stated that he did not have a chance to respond to the landlord's evidence because the tenants' evidence was due 14 days before the hearing and the landlord's evidence was due 7 days before the hearing, so it was unfair.

I informed the tenants that they received the landlord's evidence on January 29, 2023, in accordance with Rule 3.15 of the RTB *Rules*, at least 7 days prior to this hearing, which is the rule for service of respondent's evidence. I notified them that the tenants' evidence was to be received by the landlord, at least 14 days prior to this hearing, as per Rule 3.14 of the RTB *Rules*. I informed them that the RTB *Rules* were already made, and I could not change or alter them for parties.

I was not required to consider the landlord's evidence at this hearing because both parties agreed to voluntarily settle this application and I did not make a decision on the merits.

#### 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 the conference, the tenant interrupted me, spoke at the same time as me, yelled at me, and argued with me. The tenant became extremely upset when I informed him about the RTB *Rules* regarding service deadlines of evidence by the applicants and respondents, as noted above. I repeatedly explained Rules 3.14 and 3.15 of the RTB *Rules*, as noted above, to the tenant, but he continued to argue with me and interrupt me. I cautioned the tenant multiple times, but he continued with the same inappropriate behaviour.

This hearing took longer because of the disruptive behaviour of the tenant. Despite the tenant's behaviour, I allowed him to attend the full hearing, in order to provide him with a full opportunity to settle this application, as he requested to do so, at the outset of this hearing.

#### Settlement Terms

Pursuant to section 63 of the *Act*, if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the 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 continue until it is ended in accordance with the *Act*;
2. The landlord agreed that his 1 Month Notice, dated October 7, 2022, and effective November 15, 2022, was cancelled and of no force or effect;
3. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenants 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. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 hearing. Both parties were given ample time during this hearing to think about, discuss, negotiate, and decide the terms of the above settlement.

### Conclusion

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

This tenancy continues until it is ended in accordance with the *Act*.

The landlord's 1 Month Notice, dated October 7, 2022, is cancelled and of no force or effect.

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

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: February 07, 2023

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Residential Tenancy Branch