



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1360 ES DEVELOPMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4MN, FFT

Introduction

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

- cancellation of the landlord's Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated August 11, 2022 ("4 Month Notice"), pursuant to section 49(6); and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's three agents, landlord HN ("landlord's agent"), "landlord SM," and "landlord MM," 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 26 minutes from 11:00 a.m. and 11:26 a.m.

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

The landlord's agent confirmed that he is the sole director of the landlord company ("landlord") named in this application. He confirmed the legal name of the landlord. He said that the landlord owns the rental unit. He provided the rental unit address. He claimed that he had permission to represent the landlord at this hearing. He explained that landlord SM and landlord MM had permission to represent the landlord at this hearing. He identified himself as the primary speaker for the landlord at this hearing.

The tenant confirmed that her daughter was in the same room with her, but she would not participate in 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. 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.

The landlord’s agent confirmed receipt of the tenant’s application for dispute resolution hearing package. 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.

The tenant confirmed that she received the landlord’s 4 Month Notice in August 2022. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord’s 4 Month Notice.

A copy of the 4 Month Notice was provided for this hearing. Both parties agreed that the 4 Month Notice erroneously indicates November 8, 2022, but should indicate August 11, 2022, as the date the notice was signed on page 1. Both parties agreed that the effective move-out date on the 4 Month Notice is December 31, 2022. Both parties agreed that the reason indicated on the 4 Month Notice is:

- *Demolish the rental unit.*

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and 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 end by 1:00 p.m. on March 1, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 4 Month Notice, dated August 11, 2022, for the reason indicated above on the notice;
 - a. During the hearing, the landlord's agent verbally affirmed that the landlord understood the 12-month rent monetary penalty of not fulfilling the above reason on the 4 Month Notice, as per section 51 of the *Act*;
3. Both parties agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the 4 Month Notice;
 - a. The landlord agreed to pay the tenant 1.5 months rent of \$3,313.13, by February 20, 2023, by way of certified cheque;
4. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

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

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 both parties during this hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 1, 2023. The tenant must be served with this Order. 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 and as discussed with both parties during this hearing, I issue a monetary Order in the tenant's favour in the amount of \$3,313.13. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$3,313.13 as per condition #3a of the above agreement. The landlord must be served with a copy of this Order. Should the landlord 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 tenant 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 06, 2023

Residential Tenancy Branch