



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY 21 QUEENSWOOD REALTY  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR; CNC

### Introduction

This hearing dealt with the tenant's first application, filed on September 16, 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 September 15, 2022 ("10 Day Notice"), pursuant to section 46.

This hearing also dealt with the tenant's second application, filed on October 4, 2022, pursuant to the *Act* for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated September 22, 2022 ("1 Month Notice"), pursuant to section 47.

The landlord's two agents, "landlord KM" and "landlord RR," the tenant, and the tenant's advocate 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 18 minutes from 11:00 a.m. to 11:18 a.m.

At the outset of this hearing, I asked the landlord's two agents to remove their telephone from speakerphone, if possible, because it was causing echoing and feedback, and it was difficult for me to hear. The landlord's two agents left one telephone on the hearing line and called from another separate telephone line at 11:03 a.m., in separate rooms.

I asked the tenant and his advocate to remove their telephone from speakerphone, if possible, because it was causing echoing and feedback, and it was difficult for me to hear. The tenant's advocate said that he could not remove their telephone from speakerphone and the tenant was prepared for the consequences if I was unable to hear important information, that could impact his applications, due to the echoing and feedback.

All hearing participants confirmed their names and spelling. Landlord KM provided her email address, and the tenant provided his mailing address for me to send copies of this decision to both parties after the hearing.

Landlord KM confirmed that she is a property manager, employed by the landlord company ("landlord") named in this application. Landlord RR confirmed that he is the property manager assistant, employed by the landlord. Landlord KM stated that the landlord is an agent for the owner of the rental unit. She provided the legal names of the landlord and the owner. The landlord's two agents confirmed that they both had permission to represent the landlord and owner at this hearing. Landlord KM identified herself as the primary speaker for the landlord at this hearing.

The tenant confirmed that his advocate had permission to represent him at this hearing. He identified his advocate as the primary speaker for the tenant.

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.

At the outset of this hearing, the tenant and his advocate stated that they wanted to settle the tenant's two applications with the landlord.

Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle both applications, and they did not want me to make a decision.

Landlord KM confirmed receipt of the tenant's two applications for dispute resolution hearing packages. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's two applications.

The tenant confirmed receipt of the landlord's 10 Day Notice. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice.

### 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 their dispute:

1. The tenant agreed to pay the landlord full rent by the first day of each month, for the remainder of this tenancy;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by condition 1 above. In that event, the landlord's 10 Day Notice, dated September 15, 2022, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a thirty (30) day Order of Possession, which expires on February 2, 2024, if the tenant does not abide by condition 1 above;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's two applications at this hearing.

These particulars comprise the full and final settlement 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 at the hearing that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 18-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties were given ample and additional time during this hearing to think about, discuss, negotiate, and decide whether to settle both applications.

The tenant affirmed that he made this agreement with the assistance of his advocate. Landlord KM confirmed that she had permission to make this agreement on behalf of the owner and landlord.

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 the hearing, I issue the attached thirty (30) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition 1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on February 2, 2024**, and it cannot be served upon the tenant after **February 2, 2024**. 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 and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by condition 1 of the above settlement, I find that the landlord's 10 Day Notice, dated September 15, 2022, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

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 02, 2023

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Residential Tenancy Branch