



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding CAPITAL REGION HOUSING
CORPORATION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application, filed on November 10, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated November 8, 2022, and effective December 31, 2022 ("1 Month Notice"), pursuant to section 47.

The tenant did not attend this hearing. The landlord's agent, the tenant's agent, and the tenant's agent's supervising lawyer attended this 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 9:30 a.m. to 9:44 a.m.

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

The landlord's agent stated that he had permission to represent the landlord company ("landlord") named in this application. He said that he is a property manager with tenant engagement, employed by the landlord. He confirmed that the landlord owns the rental unit. He provided the rental unit address.

The tenant's agent stated that she is an articling student and she had permission to represent the tenant. She said that her supervising lawyer was present to supervise her only, and he did 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 to both parties. They 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 and they wanted to settle this application. Both parties expressed an interest in settlement at the outset of this hearing.

The tenant's agent stated that the tenant's application for dispute resolution hearing package was not served to the landlord. The landlord's agent stated that he did not receive the tenant's application, he contacted the RTB, and he obtained the telephone number and access code to call into this hearing directly from the RTB. He confirmed that he wanted to proceed with this hearing and settle this application, despite not receiving the tenant's application.

The tenant's agent stated that she 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.

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 April 30, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 1 Month Notice, dated November 8, 2022, and effective December 31, 2022, is cancelled and of no force or effect;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

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

The landlord's agent affirmed that he had permission to make this agreement on behalf of the landlord. The tenant's agent affirmed that she had permission to make this agreement on behalf of the tenant.

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 April 30, 2023, as per condition #1 of the above agreement. 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.

The landlord's 1 Month Notice, dated November 8, 2022, and effective December 31, 2022, is cancelled and of no force or effect.

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: March 24, 2023

Residential Tenancy Branch