



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      CNC, FFT

### Introduction

This hearing dealt with the tenants' application, filed on October 26, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated October 26, 2022, effective November 30, 2022 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

"Tenant JL" did not attend this hearing. The landlord's two agents, "landlord AFS" and "landlord LF," tenant DC ("tenant"), and the tenants' 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 34 minutes. This hearing began at 11:00 a.m. with me and the landlord's agents present only. The tenant and her advocate called in late at 11:04 a.m. This hearing ended at 11:34 a.m.

I asked both parties to remove their telephones from speakerphone because it was causing echoing and feedback, making it difficult for me to hear.

Landlord LF left the hearing and called back in at 11:04 a.m., on a separate telephone line in a separate room from landlord AFS. The tenant left the hearing and called back in at 11:13 a.m., on a separate telephone line in a separate room from her advocate. The tenant and her advocate went to the same room and used the same telephone speakerphone near the end of this hearing.

All hearing participants confirmed their names and spelling. The tenant provided the name and spelling for tenant JL. Landlord AFS provided the name and spelling for the landlord.

Landlord AFS and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord AFS confirmed that the “landlord” named in this application owns the rental unit. She provided the rental unit address. The landlord’s agents confirmed that they had permission to represent the landlord at this hearing. The landlord’s agents identified landlord AFS as the primary speaker for the landlord at this hearing.

The tenant confirmed that she had permission to represent tenant LF, who she said is her husband, at this hearing. She said that the tenants’ advocate had permission to represent both tenants at this hearing. She identified her advocate as the primary speaker for the tenants 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 them that I could not provide legal advice to them or represent them as their agent or advocate. 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, they wanted to settle this application, and they did not want me to make a decision.

Landlord AFS confirmed receipt of the tenants’ application for dispute resolution hearing package. She said that she received it late on November 15, 2022. She stated that the landlord had time to respond and submit evidence, prior to this hearing on March 6, 2023. She confirmed that the landlord was ready to proceed with this hearing. 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. In accordance with section 88 of the *Act*, I find that both tenants were 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 May 15, 2023, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 1 Month Notice, dated October 26, 2022, effective November 30, 2022, is 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 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 34-minute hearing. Both parties were provided with ample time during this hearing to think about, discuss, negotiate, and decide about the above settlement terms.

The tenant and her advocate were given additional time to discuss the above settlement privately with each other, during this hearing. The landlord's agents were given additional time to discuss the above settlement privately with each other, during this hearing.

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(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on May 15, 2023, as per condition #1 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) 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 October 26, 2022, effective November 30, 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: March 06, 2023

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Residential Tenancy Branch