



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, PSF, LAT, OLC, FFT

Introduction

This hearing dealt with the tenant's application, filed on November 11, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated October 28, 2022, and effective December 31, 2022 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord, the landlord's lawyer, 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 30 minutes from 1:30 p.m. to 2:00 p.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 them after this hearing.

The landlord confirmed that he owns rental unit. He provided the rental unit address. He stated that his lawyer had permission to represent him at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recordings of any RTB hearings by any participants. At the outset of this

hearing, all hearing participants separately affirmed 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 act as their agent or advocate. They 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.

Preliminary Issues – Service of Documents

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

The landlord's lawyer stated that the landlord's evidence package was served to the tenant on March 16, 2023, by way of email, and it was uploaded to the online RTB dispute access site on the same date. The tenant confirmed receipt by email on March 17, 2023. He said that he had a chance to review the evidence and he would respond to it at this hearing. The tenant objected to me considering the evidence, claiming it was irrelevant, but he did not identify any prejudice to him.

I informed both parties that I would consider the landlord's evidence because the tenant received it, would respond to it at this hearing, and did not identify any prejudice. In any event, I was not required to consider the landlord's evidence because both parties voluntarily settled this application, and I was not required to make a decision on the merits.

The tenant provided a copy of the landlord's 2 Month Notice for this hearing. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month 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 all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on June 1, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed to bear the cost of \$50.00, which is half the amount of the \$100.00 filing fee paid for this application;
3. The landlord agreed to pay the tenant the cost of \$50.00, which is half the amount of the \$100.00 filing fee paid for this application, by way of reducing the tenant's rent due on April 1, 2023, by \$50.00, on a one-time basis only;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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 30-minute hearing. Both parties had ample time to think about, ask questions, negotiate, discuss, 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 them during the 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 June 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.

The tenant must bear the cost of \$50.00, which is half the amount of the \$100.00 filing fee paid for this application.

I order the tenant to reduce his monthly rent by \$50.00, due on April 1, 2023, payable to the landlord for this rental unit and tenancy, on a one-time basis only, in full satisfaction of the monetary award for half the amount of the \$100.00 filing fee.

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