



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNETC, FFT

Introduction

This hearing dealt with the tenant's application, filed on June 30, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- 12 months' rent compensation of \$8,400.00 because the tenancy ended as a result of a Two Month Notice to End Tenancy for Landlord's use of Property, dated November 25, 2021, and effective January 31, 2022 ("2 Month Notice") and the purchaser has not complied with the *Act* or used the rental unit for the stated purpose, pursuant to section 51; and
- authorization to recover the \$100.00 filing fee for this application, pursuant to section 72.

The purchaser, the purchaser's agent, the tenant, and the tenant's lawyer 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 45 minutes total. This hearing began at 1:30 p.m. and ended at 2:15 p.m.

The tenant's lawyer left the hearing from 1:39 p.m. to 1:40 p.m., to call back in with a different telephone, since his original telephone was repeatedly clicking in and out, making it difficult for me to hear.

The tenant's witness called in at 1:43 p.m., was immediately excluded, and did not return to testify at this hearing. No evidence from either party was discussed in the presence of the tenant's witness.

The tenant left the hearing from 1:51 p.m. to 1:56 p.m., and from 2:03 p.m. to 2:08 p.m., in order to discuss hearing and settlement options privately with her lawyer. The tenant's lawyer used a different telephone to speak privately to the tenant, and did not exit the main conference line, but simply muted his telephone line. The purchaser and his agent discussed hearing and settlement options privately during the above times, by muting their telephone line.

The purchaser confirmed the names and spelling for him and his agent. The tenant and her lawyer confirmed each of their names and spelling. The purchaser and the tenant both provided their email addresses for me to send this decision to both parties after the hearing.

The purchaser confirmed that him and his agent co-own the rental unit. He provided the rental unit address. He identified himself as the primary speaker for the purchaser at this hearing.

The tenant confirmed that her lawyer had permission to represent and assist her at this hearing. She identified her lawyer as the primary speaker for the tenant 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 both parties 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.

The purchaser confirmed receipt of the tenant's application for dispute resolution hearing package. The tenant's lawyer confirmed receipt of the purchaser's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the purchaser was duly served with the tenant's application and the tenant was duly served with the purchaser's evidence.

The tenant received a copy of the former landlord's 2 Month Notice. The tenant provided a copy of same for this hearing. The notice lists the former landlord's name as the landlord issuing the notice and lists the purchaser's name as the purchaser of the rental unit from the former landlord seller. Therefore, the purchaser is referenced as same in this decision.

In accordance with section 88 of the *Act*, I find that the tenant was duly served with the former landlord's 2 Month Notice. The notice indicates the following reason for ending the tenant's tenancy:

All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy 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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The purchaser agreed to pay the tenant \$2,800.00 total, by March 21, 2023, by way of e-transfer, to the tenant's email address as confirmed by both parties during this hearing, which is located on the cover page of this decision;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her entire application, including the 12 months' rent compensation of \$8,400.00 and the \$100.00 application filing fee (which the tenant agreed she did not pay because she received a filing fee waiver from the RTB), and any issues arising out of this tenancy;
3. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. 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 and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 45-minute hearing. Both parties were provided with ample and additional time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

The tenant was provided with ample and additional time during this hearing to speak privately with her lawyer. The purchaser was provided with ample and additional time during this hearing to speak privately with his agent.

The tenant agreed that she made this settlement agreement with the assistance and legal advice of her lawyer.

Conclusion

I order both parties to comply with all of the above settlement terms.

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 \$2,800.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the purchaser fails to pay the tenant \$2,800.00 as per condition #1 of the above agreement. The purchaser must be served with a copy of this Order. Should the purchaser 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.

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 21, 2023

Residential Tenancy Branch