



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause based on the landlords' One Month Notice to End Tenancy for Cause, dated December 29, 2022, and effective January 31, 2023 ("1 Month Notice"), pursuant to section 55; and
- authorization to recover the \$100.00 filing fee paid for their application, pursuant to section 72.

The two landlords and "tenant LK" did not attend this hearing. The landlords' agent and tenant KKG ("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 27 minutes.

This hearing began at 11:00 a.m. with me and the landlords' agent present. An unidentified person called in from 11:03 a.m. to 11:04 a.m. The tenant called in late at 11:05 a.m. The tenant stated that she tried to call in earlier to this hearing. The tenant said that she was on the phone with her boss, who could be heard during this hearing, and hung up shortly after the tenant called into this conference. I did not discuss any evidence in the absence of the tenant. This hearing ended at 11:27 a.m.

The landlords' agent provided the names and spelling for himself and the two landlords. The tenant provided the names and spelling for her and tenant LK. The landlords' agent and the tenant both provided their email addresses for me to send copies of this decision to both parties after the hearing.

The landlords' agent confirmed that he had permission to represent the two landlords (collectively "landlords") named in this application. He said that both landlords co-own the rental unit. He provided the rental unit address. He stated that he had permission to represent both landlords at this hearing.

The tenant stated that she had permission to represent tenant LK at this hearing (collectively "tenants").

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, both parties 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, which I answered. Neither party made any adjournment or accommodation requests. Both parties stated that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to settle this application.

The tenant confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both tenants were duly served with the landlords' application.

The tenant confirmed that the tenants did not submit any evidence for this hearing.

The tenant confirmed receipt of the landlords' 1 Month Notice. In accordance with section 88 of the *Act*, I find that both tenants were duly served with the landlords' 1 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. The tenants agreed to pay the landlords full monthly rent of \$1,300.00 for this tenancy and rental unit, by April 1, 2023, by way of e-transfer to the landlords' email address, which was confirmed by both parties during this hearing, and is located on the cover page of this decision;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2023, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by condition 1 of the above settlement;
3. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, if the tenants do not abide by condition 1 of the above settlement;
4. Both parties agreed that the tenants' security deposit of \$600.00 will be dealt with at the end of this tenancy in accordance with section 38 of the Act;
5. The landlords agreed that their 1 Month Notice, dated December 29, 2022, and effective January 31, 2023, was cancelled and of no force or effect;
6. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The landlords 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 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 27-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties were given ample time during this hearing, to think about, review, discuss, negotiate, and decide about the above settlement terms.

I provided the landlords' agent with additional time during this hearing, as per his request, to privately contact the landlords to obtain their e-transfer email address to provide to the tenants.

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

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 this hearing, I issue the attached two (2) day Order of Possession to be used by the landlords **only** if the tenants do not abide by condition 1 of the above settlement. The tenants must be served with this Order. Should the tenants 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 tenants abide by condition 1 of the above settlement, this tenancy continues only until 1:00 p.m. on April 30, 2023.

The landlords' 1 Month Notice, dated December 29, 2022, and effective January 31, 2023, is cancelled and of no force or effect.

The tenants' security deposit of \$600.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The landlords 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 20, 2023

Residential Tenancy Branch