



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding CONNEXUS COMMUNITY RESOURCES
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing dealt with the landlord's application, filed on March 15, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to 72 62.

The landlord's agent and the tenant 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 45 minutes from 1:30 p.m. to 2:15 p.m.

The tenant's "witness JC" was excluded from the outset of this hearing. He returned to testify at the end of this hearing. Both parties had an opportunity to question the witness. Witness JC did not hear testimony from either party at this hearing.

Both parties confirmed their names and spelling. The landlord's agent provided his email address, and the tenant provided his mailing address for me to send this decision to both parties after this hearing.

The landlord stated that the landlord company ("landlord") named in this application owns the rental unit. He provided the legal name of the landlord. He said that he is a housing coordinator, employed by the landlord. He provided the rental unit address.

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

The tenant confirmed receipt of the landlord's One Month Notice to End Tenancy for Cause, dated November 29, 2022, and effective December 31, 2022 ("1 Month Notice") on November 29, 2022, by way of posting to his rental unit door. The landlord's agent stated that the notice was served to the tenant on the above date using the above method. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice on November 29, 2022. The tenant affirmed that he did not file an RTB application to dispute the 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. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that its 1 Month Notice, dated November 29, 2022, and effective December 31, 2022, is cancelled and of no force or effect;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its 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 45-minute hearing. Both parties were provided with ample time during this hearing to think about, review, discuss, negotiate, 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 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 May 31, 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 29, 2022, and effective December 31, 2022, is cancelled and of no force or effect.

The landlord 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: April 17, 2023

Residential Tenancy Branch