



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, MNDCT, LAT, FFT

Introduction and Preliminary Matters

On January 18, 2023, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking authorization to change the locks pursuant to Section 31 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Tenant and the Landlord attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

The parties were informed, as per Rule 2.3 of the Rules of Procedure, that claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing would primarily address the Landlord’s One Month Notice to End Tenancy for Cause, and the other claims would be dismissed with leave to reapply. The Tenant is at liberty to apply for any other claims under a new and separate Application.

Service of the Notice of Hearing package and evidence was discussed, and there were concerns with service of evidence. However, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The One Month Notice to End Tenancy for Cause of January 13, 2023, is cancelled and of no force or effect.
2. The Tenant must give up vacant possession of the rental unit on **September 1, 2023, at 1:00 PM**. An Order of Possession will be awarded to the Landlord for this date.
3. The Tenant's rent is reduced to **\$1,800.00** per month, and must be paid in full on June 1, July 1, and August 1, 2023.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute with respect to the Notice.

Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, I hereby Order that the One Month Notice to End Tenancy for Cause dated January 13, 2023, to be cancelled and of no force or effect.

The Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on September 1, 2023, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 19, 2023

Residential Tenancy Branch