



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC; CNL; FFT

### Introduction

This hearing dealt with the landlord's application, filed on April 23, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55.

This hearing also dealt with the tenant's application, filed on April 1, 2023, pursuant to the Act for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated February 16, 2023, and effective June 30, 2023 ("2 Month Notice"), pursuant to section 49; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 72.

The landlord's agent 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 32 minutes from 11:00 a.m. to 11:32 a.m. Another party for a different file called in and left at 11:15 a.m., after confirming that her application was withdrawn.

The tenant stated that he removed his telephone from his headphones because it was causing echoing and feedback, making it difficult for me to hear. The tenant agreed to minimize his background noise because there was loud shuffling of paperwork, making it difficult for me to hear.

Both parties provided their names and spelling. Both parties provided their email addresses for me to send copies of this decision to them after this hearing.

The landlord's agent confirmed that the landlord named in this application is her mother. She said that she had permission to represent the landlord. She confirmed that the landlord owns the rental unit. She provided the rental unit address.

The landlord's agent affirmed that she excluded her husband from this hearing, because she did not require him to participate.

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. I informed them 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 affirmed that they were ready to proceed with the hearing and they wanted to settle both applications.

The landlord's agent 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.

During this hearing, the landlord's agent confirmed that there is a "future hearing" at the RTB, scheduled for the landlord's application on August 8, 2023, at 11:00 a.m. The file number for that hearing appears on the front page of this decision. The tenant stated that he did not receive the landlord's application. The landlord's agent stated that she just mailed the application to the tenant, and he should be receiving it on the week of this hearing. Both parties agreed to settle the landlord's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

### 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 this 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 October 2, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that all of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for his application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application scheduled for a future RTB hearing on August 8, 2023 at 11:00 a.m., arising out of this tenancy, the file number of which appears on the front page of this decision;
  - a. Both parties confirmed that they would not be attending the future hearing which is cancelled by way of this settlement.

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 32-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.

The landlord's agent affirmed that she had permission to make this agreement on behalf of the landlord.

The tenant affirmed that he did not need to consult with a lawyer to obtain legal advice, prior to agreeing to the above settlement.

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 effective at 1:00 p.m. on October 2, 2023, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. 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 the \$100.00 filing fee paid for his application.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

The landlord's application, scheduled for a future RTB hearing on August 8, 2023 at 11:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing.

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 02, 2023

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Residential Tenancy Branch