



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ESTATE OF HAROLD CARR  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNETC, FFT

### Introduction

This hearing dealt with the tenant's application, filed on May 17, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$29,400.00 for compensation because the tenancy ended as a result of a Two Month Notice to End Tenancy for Landlord's Use of Property, dated February 15, 2023, and effective May 1, 2023 ("2 Month Notice") and the landlord 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 paid for this application, pursuant to section 72.

The landlord's two agents, "landlord FC" and "landlord LC," the landlord's lawyer, 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 30 minutes from 1:30 p.m. to 2:00 p.m.

All hearing participants confirmed their names and spelling. The landlord's lawyer and the tenant both provided their email addresses for me to send copies of this decision to both parties after this hearing.

Landlord FC and landlord LC confirmed that they are both co-executors of the landlord's estate ("landlord"), which is the landlord-respondent party named in this application. They said that they had permission to represent the landlord. They stated that the landlord's lawyer had permission to represent them and the landlord. They identified the landlord's lawyer as the primary speaker for the landlord. The landlord's lawyer 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, all hearing participants separately affirmed 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 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 landlord’s lawyer confirmed receipt of the tenant’s application for dispute resolution hearing package. The tenant confirmed receipt of the landlord’s evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant’s application and the tenant was duly served with the landlord’s evidence.

### 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 landlord agreed to pay the tenant \$8,000.00 total, by way of a bank draft or a certified cheque, to be picked up by the tenant at the landlord’s lawyer’s office, by July 20, 2023;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

These particulars comprise the full and final settlement of all aspects of this dispute. 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 30-minute hearing. The landlord's agents and the landlord's lawyer were given additional time during this hearing to discuss settlement privately with each other. Both parties were provided with ample time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

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

### 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 \$8,000.00. I deliver this order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$8,000.00 as per condition #1 of the above agreement. The landlord must be served with a copy of this order. Should the landlord 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: June 13, 2023

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Residential Tenancy Branch