



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application, filed on March 3, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated February 22, 2023, and effective March 31, 2023 ("1 Month Notice"), pursuant to section 47.

Landlord GA ("landlord"), the tenant, and the tenant's advocate 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 15 minutes from 11:00 a.m. to 11:15 a.m. The tenant and her advocate called in late at 11:02 a.m. I did not discuss any evidence in the absence of the tenant and her advocate.

The landlord confirmed his name and spelling. The tenant provided the names and spelling for her and her advocate. The landlord and the tenant provided their email addresses for me to send this decision to both parties after this hearing.

The landlord stated that the "landlord company" named in this application owns the rental unit. He provided the rental unit address. He said that he had permission to represent the landlord company at this hearing.

The tenant stated that her advocate had permission to represent her at this hearing. The tenant identified herself as the primary speaker.

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, 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. 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 confirmed receipt of the tenant’s application for dispute resolution hearing package. The tenant confirmed receipt of the landlords’ evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlords were duly served with the tenant’s application and the tenant was duly served with the landlords’ evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to correct the spelling of the landlord’s first name and to add the landlord company as a landlord-respondent party. The landlord consented to both amendments. Neither the tenant, nor her advocate, objected to same. I find no prejudice to either party in making these amendments.

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 November 1, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 1 Month Notice, dated February 22, 2023, and effective March 31, 2023, is cancelled and of no force or effect;

3. 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 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 hearing. Both parties were provided with ample time during this hearing to think about, 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(s) **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 1, 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 landlords' 1 Month Notice, dated February 22, 2023, and effective March 31, 2023, is cancelled and of no force or effect.

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 06, 2023

Residential Tenancy Branch