



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, LRE, FFT; CNC, LRE, FFT

Introduction

This hearing dealt with the tenant's first application for dispute resolution, filed on May 4, 2023, under the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit, dated April 14, 2023, and effective on August 31, 2023 ("4 Month Notice"), pursuant to section 49(6);
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to recover the \$100.00 filing fee paid for the first application, under section 72 of the *Act*.

This hearing also dealt with the tenant's second application for dispute resolution, filed on June 28, 2023, under the *Act* for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated June 26, 2023, and effective on July 31, 2023 ("1 Month Notice"), pursuant to section 47;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to recover the \$100.00 filing fee paid for the second application, under section 72 of the *Act*.

The 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.

Preliminary Issue - Hearing Attendance

This hearing lasted approximately 21 minutes from 9:30 a.m. to 9:51 a.m.

The landlord's ex-husband attended this hearing and stated that he was an agent for the landlord, he managed the rental unit, and he signed a written tenancy agreement with the tenant. The landlord said that she was the sole owner of the rental unit, and her ex-husband did not dispute same. She claimed that she was in the middle of contentious divorce proceedings with him, and she did not want him to participate in this hearing. She stated that her ex-husband was not her agent, and she did not authorize him to issue any notices to end tenancy to the tenant on her behalf. The landlord and her ex-husband were repeatedly arguing, talking at the same time, and interrupting each other. The tenant's advocate stated that the tenant provided a title search and ownership documents as evidence, to show that the landlord is the sole owner of the rental unit.

I disconnected the landlord's ex-husband from this hearing at 9:34 a.m., and repeatedly warned him prior to doing so. I repeatedly asked him to leave, he argued with me, and he refused to leave this hearing. I repeatedly notified him that he was not named as a landlord or party in both of the tenants' applications, the landlord did not authorize him to speak as her agent, and he was not the owner of the rental unit. I repeatedly informed him that if I needed to hear evidence from him, he could be contacted later during the hearing.

The landlord disconnected from this hearing from 9:45 a.m. to 9:47 a.m. She said that her ex-husband disconnected her cellular phone from the hearing, so she had to call back in using a landline and different phone number. I did not discuss any evidence in her absence.

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

The tenant identified his advocate as his primary speaker, and said that she had permission to represent him.

The landlord 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.

Preliminary Issues – Hearing Process, Service, and Claim

I explained the hearing process to both parties. I informed them that I could not provide legal advice to them, and they could hire a lawyer for same. 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.

The landlord 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.

The landlord said that she did not provide any evidence for this hearing.

During this hearing, the tenant’s advocate stated that the tenant wanted an order restricting the landlord’s ex-husband from entering the rental unit. I informed both parties that I could not make orders against non-parties, as the landlord’s ex-husband is not named as a party or a landlord owner, in this proceeding, as noted above. I notified them that this portion of the tenant’s application is dismissed without leave to reapply. They affirmed their understanding of same.

Settlement Terms

Pursuant to section 63 of the *Act*, 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. The landlord agreed that the 4 Month Notice and 1 Month Notice, issued by her ex-husband to the tenant, were both cancelled and of no force effect;

2. Both parties agreed that this tenancy will continue, until it is ended in accordance with the *Act*;
3. The landlord agreed to pay the tenant for the cost of both \$100.00 filing fees paid for the tenant's two applications;
 - a. Both parties agreed that the tenant's rent, payable to the landlord on September 1, 2023, will be reduced by \$200.00 total, on a one-time basis only;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. The above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms of the above settlement were reviewed with both parties during this 21-minute hearing. Both parties had opportunities to think about, ask questions, negotiate, discuss, and decide about the above settlement terms.

Conclusion

I order both parties to comply with all of the above settlement terms. The 4 Month Notice and 1 Month Notice are both cancelled and of no force effect. This tenancy continues, until it is ended in accordance with the *Act*.

I order the tenant's rent payable to the landlord on September 1, 2023, to be reduced by \$200.00 total, on a one-time basis only, in full satisfaction of the monetary award for the two filing fees.

The tenant's application for an order restricting the landlord's right to enter the rental unit, is dismissed without leave to reapply.

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: August 28, 2023

Residential Tenancy Branch