

DECISION

Introduction

This hearing dealt with the tenants' application for dispute resolution, filed on June 24, 2023, under the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' One Month Notice to End Tenancy for Cause ("1 Month Notice"), under section 47 of the *Act*;
- a monetary order of \$30,000.00 for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*"), or tenancy agreement, under section 67 of the *Act*;
- an order to suspend or set conditions on the landlords' right to enter the rental unit, under section 70(1) of the *Act*;
- an order requiring the landlords to comply with the *Act*, *Regulation*, or tenancy agreement, under section 62 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application, under section 72 of the *Act*.

The two landlords, landlord LP ("landlord") and "landlord BP," the two tenants, tenant KVL ("tenant") and "tenant NH," and the tenants' articling student agent 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 53 minutes from 9:30 a.m. to 10:23 a.m. Landlord BP called in late at 9:32 a.m. I did not discuss any evidence in his absence.

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

The landlords confirmed that they both co-own the rental unit. The landlord provided the rental unit address. She identified herself as the primary speaker for the landlords.

The tenants identified their agent as their primary speaker. They confirmed that their agent had permission to represent them.

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 and Settlement Options, Service, Severing

I repeatedly explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I repeatedly informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I repeatedly 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. Both parties were repeatedly given additional time during this hearing to speak privately with each other, regarding settlement.

The tenants expressed their desire to settle this application with the landlords, first. The tenants and their agent proposed the move-out date of February 1, 2024, which the landlords agreed to.

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

Prior to both parties’ settlement discussions, I informed both parties that, pursuant to Rules 2.3 and 6.2 of the RTB *Rules*, the tenants’ claims, aside from cancellation of the 1 Month Notice, could be severed with leave to reapply, as they were unrelated to the main, urgent, priority application for an order of possession. However, I notified both parties that I was not required to sever the above claims, as both parties voluntarily settled them at this hearing. Both parties affirmed their understanding of same.

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 February 1, 2024, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that all of their notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
3. Both parties agreed to abide by section 29 of the *Act*, for the remainder of this tenancy;
4. Both parties agreed that the tenants are not required to pay any rent to the landlords, for the period from December 1, 2023 to January 31, 2024;
5. The tenants agreed not to pursue any future claims or applications against the landlords, regarding their monetary claim for \$30,000.00;
6. The landlords agreed not to pursue any future claims or applications against the tenants, regarding their monetary claim for \$29,000.00;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their entire 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 lengthy 53-minute hearing. Both parties had opportunities to think about, ask questions, speak privately, negotiate, discuss, and decide about the above settlement terms.

The tenants agreed to this settlement with the advice and assistance of their agent.

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 to be used by the landlord(s) **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 1, 2024. The tenant(s) must be served with this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

All of the landlords' notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect.

I order both parties to comply with section 29 of the *Act*, for the remainder of this tenancy.

I order that the tenants are not required to pay any rent to the landlords, for the period from December 1, 2023 to January 31, 2024, for this rental unit and tenancy.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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: September 5, 2023

Residential Tenancy Branch