



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FFL; CNL, PSF, OLC, FFT

Introduction

This hearing dealt with the landlords' application for dispute resolution, filed on January 3, 2024, under the *Residential Tenancy Act* ("Act") for:

- an order of possession for landlords' use of property, under section 55 of the *Act*;
- authorization to recover the \$100.00 filing fee paid for their application, under section 72 of the *Act*.

This hearing also dealt with the tenant's application for dispute resolution, filed on November 24, 2023, under the *Act* for:

- cancellation of the landlords' Two Month Notice to End Tenancy for Landlord's Use of Property, dated November 30, 2023, and effective on January 30, 2024 ("2 Month Notice"), under section 49 of the *Act*;
- an order requiring the landlords to provide services or facilities required by law, under section 65 of the *Act*;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*"), or tenancy agreement, under section 62 of the *Act*;
- authorization to recover the \$100.00 filing fee paid for his application, under section 72 of the *Act*.

The two landlords, the landlords' advocate, the tenant, the tenant's advocate, and the tenant's supervising 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 43 minutes from 9:30 a.m. to 10:13 a.m.

The landlords' advocate provided the names and spelling for herself and the two landlords. The tenant, his advocate, and his supervising advocate provided each of their names and spelling. The landlords' advocate and the tenant's advocate both provided their email addresses for me to send copies of this decision to both parties.

The landlords' advocate stated that the two landlords are her parents and she had permission to represent them. She identified herself as their primary speaker. She said that both landlords co-own the rental unit. She provided the rental unit address.

The tenant stated that his two advocates had permission to assist him. He identified his advocate as his primary speaker.

The tenant's supervising advocate stated that she was observing only, she would not provide submissions at this hearing, and she was supervising the tenant's advocate only, since the tenant's advocate was in training.

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, the landlords' advocate affirmed that neither she, nor the two landlords, would record this hearing. The tenant affirmed that he would not record this hearing. The tenant's advocate affirmed that neither she, nor the tenant's supervising advocate, would record this hearing.

Preliminary Issues – Hearing and Settlement Options, Service of Documents

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 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 both applications, and they did not want me to make a decision.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both parties were duly served with the other party's application.

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. Both parties agreed that this tenancy will end by 1:00 p.m. on May 15, 2024, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications.

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 43-minute hearing. Both parties were provided with ample and additional time during this hearing to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

The landlords' advocate and the two landlords were provided with ample and additional time during this hearing to speak privately with each other, regarding settlement. The tenant and his two advocates were provided with ample and additional time during this hearing to speak privately with each other, regarding 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 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 May 15, 2024, 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.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

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: February 15, 2024

Residential Tenancy Branch