

DECISION

Introduction

This hearing dealt with the tenant's application for dispute resolution, filed on March 5, 2024, under the *Residential Tenancy Act* ("*Act*") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), under section 46 of the *Act*;
- a monetary order of \$5,000.00 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 allow access to or from the rental unit for the tenant or the tenant's guests, under sections 30 and 62 of the *Act*;
- an order for the landlord to provide services or facilities required by law, under section 27 of the *Act*;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, under section 70(1) of the *Act*;
- authorization to change the locks to the rental unit, under section 70(2) of the *Act*;
- an order requiring the landlord 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 from the landlord, under section 72 of the *Act*.

The landlord's two agents, "landlord AM" and "landlord KH" (collectively "landlord's agents"), 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 32 minutes from 9:30 a.m. to 10:02 a.m.

The landlord's agents left the hearing at 9:33 a.m. and called back in from separate telephone lines in separate rooms, as I was having difficulty hearing them on speakerphone in the same room, since it was causing echoing and feedback. Landlord AM called back in at 9:34 a.m. and landlord KH called back in at 9:35 a.m. I did not discuss any evidence in their absence.

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

Landlord AM confirmed that he is an agent for the landlord company ("landlord") named in this application. Landlord KH said that she is a property manager for the landlord. Landlord AM said that the landlord's agents had permission to represent the landlord.

Landlord AM stated that the landlord owns the rental unit. He provided the rental unit address. He identified himself as the main speaker for the landlord.

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 – Tenant Assistance and Landlord's Application

The tenant stated that she was dyslexic, but she did not require assistance during this hearing. She said that she would call her boyfriend to assist, as he was sitting in a room nearby, if she required assistance.

I repeatedly warned the tenant about interrupting and talking at the same time as me and the landlord's agents, as I could not hear properly. The tenant affirmed her understanding of same.

Landlord AM agreed that the landlord did not require an order of possession against the tenant because the landlord already had possession of the rental unit. The tenant said that she never moved into the rental unit.

Landlord AM said that the landlord does not have and will not pursue any RTB applications against the tenant. He stated that the landlord already withdrew its RTB application for an order of possession and a monetary order for unpaid rent against the tenant and this agreement was a settlement of those issues.

The file number for the above hearing appears on the cover page of this decision, as landlord AM provided it during this hearing. As per the online RTB dispute access site, no RTB hearing is scheduled for that application, as it was withdrawn by the landlord.

Preliminary Issues – Hearing and Settlement Options, Service of Documents, Amendment

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

I informed both parties that I could not provide legal advice to them, and they could retain a lawyer for same. I notified them that the RTB only provides information, not legal advice, to parties.

I notified both parties that the RTB deals with residential tenancy issues only, not criminal claims. I notified them that they could contact the police and the Courts for assistance with criminal claims.

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.

Landlord AM 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.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to replace the name of landlord AM with the name of the landlord, as the landlord-respondent party who owns the rental unit. Both parties consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that the landlord will retain the tenant's entire security deposit of \$1,425.00 total;
2. Both parties agreed that the tenant will pay the landlord \$2,000.00 total, by way of e-transfer to the landlord's email address, which was confirmed by both parties during this hearing (and is contained on the cover page of this decision), according to the following payment plan:
 - a. \$500.00 by April 24, 2024;
 - b. \$500.00 by May 24, 2024;
 - c. \$500.00 by June 24, 2024;
 - d. \$500.00 by July 24, 2024;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application, including the \$100.00 application filing fee, and any issues arising out of this tenancy;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of any issues arising out of this tenancy;
5. The landlord agreed that it does not have and will not pursue any RTB applications against the tenant, including for an order of possession and a monetary order for unpaid rent, which was withdrawn by the landlord and no RTB hearing is scheduled for it, the file number of which appears on the cover page of this decision, as this agreement is a settlement of those issues;
6. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. 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 and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 32-minute hearing. Both parties had an opportunity to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

Landlord AM affirmed that he 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.

I order the landlord to retain the tenant's entire security deposit of \$1,425.00 total.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the landlord's favour in the amount of \$2,000.00. I deliver this order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$2,000.00 as per condition #2 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 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 *Act*.

Dated: April 16, 2024

Residential Tenancy Branch