

DECISION

Dispute Codes: Landlords: OPR and MNR
Tenants: CNR, ERP, RP, PSF and FF

Introduction

These applications were brought by both the landlords and the tenants.

By application of August 31, 2011, the landlords sought an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent dated August 5, 2011 and setting an end of tenancy date of August 17, 2011. The landlords also sought a Monetary Order for the unpaid rent.

By application of August 8, 2011, the tenants sought to have the Notice to End Tenancy set aside and orders for repairs, emergency repairs, provision of services and facilities and recovery of their filling fee for this proceeding.

Issues to be Decided

These applications require a decision on whether the Notice to End Tenancy should be upheld or set aside, whether the landlords are entitled to an Monetary Order for the unpaid rent, and whether the tenants are entitled to the requested orders for repairs, facilities and services.

Background and Evidence

This tenancy began on or about July 31, 2009 when the tenants succeeded their nephew in the tenancy. Rent is \$1,550 per month and there is no security deposit.

As a matter of note, both tenants currently face health challenges and are awaiting the results of an application with BC Housing.

Consent Agreement

During the hearing, the parties crafted the following consent agreement:

1. The landlord agrees to waive his claim for unpaid rent from 2010 which he believes was \$3,100 and which the tenants believe was \$1,550;
2. For unpaid rent for August and September 2011, the tenants make solemn promise that they will pay the landlord the \$3,100 owed no later than September 16, 2011;
3. The tenants make solemn promise that they will pay subsequent rents on the first day of each month beginning on October 1, 2011 and until they are able to secure new housing;
4. The parties agree that the landlord shall be issued with an Order of Possession to take effect two days from service of it on the tenants;
5. The landlord makes solemn promise that he will not enforce the Order of Possession provided that the tenants abide by items 2 and 3 of this consent agreement;
6. The landlord agrees to continue the work to restore full water service when the tenants have paid the rent arrears to provide him with the funds to do.
7. In consideration for the landlord having forgiven the rent arrears from 2010, the tenants waive all claims they may have had for compensation for reduced water service, hydro interruption, heating problems and any other claimed deficiencies in the material times.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect two days from service of it on the tenant.

The landlord's copy of this decision is also accompanied by a Monetary Order for \$3,100.00, enforceable through the Provincial Court of British Columbia, for service on the tenants which the tenants have promised to satisfy by September 16, 2011.

September 9, 2011