



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlords: OPR, MNR, MNDC and FF  
Tenant: MNR, MNDC, RR and FF

### Introduction

This hearing was convened on applications by both the tenants and the landlord.

By application of November 28, 2012, the landlord tenants sought a monetary award of \$5,000 for emergency repairs done to the rental unit, damage or loss under the legislation or rental agreement, an order for rent abatement and rent reduction and recovery of the filing fee for this proceeding.

By application also of January 2, 2013, the landlord sought an Order of Possession to uphold a Notice to End Tenancy for unpaid rent and utilities served on January 2, 2013. The landlord also sought a monetary award for \$5,370.73 for the unpaid rent and utilities and recovery of her filing fee for this proceeding.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and a monetary award for the unpaid rent and utilities?

Are tenants entitled to reimbursement for emergency repairs, rent abatement and a rent reduction?

### Background, Evidence and Analysis

This tenancy began on June 1, 2012 under a fixed term rental agreement set to end on May 31, 2013.

By an addendum to the rental agreement which co-mingled the rental agreement with a contract for services, the parties agreed that the set rent of \$1,500 per month would be reduced to \$1,000 for the first four months of the agreement in exchange for some repair and upgrading work to the rental unit.

During the hearing, the parties gave evidence that the agreement had gone off track when the tenants continued to pay less than the \$1,500 and in a number of months less than the reduced rent resulting in the accumulated rent shortfall and unpaid electrical bills on the grounds of unanticipated repairs.

### **Consent Agreement**

On considering one another's claims and in an effort to avoid further hearings, the parties availed themselves of the opportunity provided by section 63 of the Act to craft a settlement agreement as follows:

1. The parties agree that the tenancy will end on January 31, 2013 and that the landlord will have an Order of Possession to take effect on that date;
2. The parties agree that the tenants owe to the landlord at least \$2,500 and the landlord will have a Monetary Order for that amount;
3. The parties agree that this constitutes full and final settlement of all matters pertaining to the tenancy to date and that neither will bring any further action against the other with respect to the tenancy.

### **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 at 1 p.m. on January 31, 2013.

The landlord's copy of this decision is also accompanied by a Monetary Order for **\$2,500.00**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

As a matter of note, the landlord's agent asked if his staff could enforce the Order of Possession and he was advised that in British Columbia, only a court appointed bailiff can lawfully enforce an Order of Possession.

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: January 11, 2013

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Residential Tenancy Branch

