



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Waterford Developments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, O

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;and
- other remedies, as described by the tenant in the Details of the Dispute section of their application as "I am also seeking that the landlord comply with the Residential Tenancy Branch's order (File No.123456) dated September 22, 2012" (anonmyized File No.).

Both parties attended the hearing, were represented by counsel or an advocate, were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the tenants' application with one another. The female tenant (the tenant) confirmed that the tenants received the landlord's March 23, 2013 2 Month Notice on or about, seeking an end to this tenancy as of May 31, 2013. The landlord's counsel confirmed that a copy of the tenants' dispute resolution hearing package was received by the landlord after having been sent by registered mail on April 10, 2013.

At the hearing, both parties agreed that the landlord had withdrawn the 2 Month Notice and was no longer seeking an end to this tenancy on that basis.

Issues(s) to be Decided

Should the landlord's 2 Month Notice be set aside? Should any additional orders be issued with respect to this tenancy?

Background and Evidence

Although the tenants provided some written evidence on time to the landlord's counsel, the tenants' current advocate also submitted a lengthy written evidence package that was received by the Residential Tenancy Branch, shortly before this hearing. The landlord's counsel confirmed that he received this latter material on May 2, 2013. This

additional written evidence identified specific concerns about the proposed written residential tenancy agreement that the landlord was seeking to have signed should the tenants decide to return to the rental unit once extensive repairs to this rental building set out in earlier decisions issued under the *Act* by the Residential Tenancy Branch have been completed.

As I noted at this hearing, the only specific issue before me as set out in the tenants' application was the tenants' application to cancel the landlord's 2 Month Notice. I advised the parties that I considered the tenants' April 8, 2013 application for dispute resolution for "other remedies" insufficiently precise to enable the landlord to properly respond to the specific issues raised in more recent correspondence by those representing the tenants in correspondence sent on the tenants' behalf. I noted that some of the concerns identified in the letters sent on the tenants' behalf addressed issues that no longer appear to be relevant (i.e., rent reduction for loss of use of the balcony for a period of time) based on subsequent developments relating to the landlord's repair plans for this rental building. Other issues raised in the tenants' correspondence remain sufficiently unclear until such time as renovations can be completed. Based on the tenants' description of the Details of the Dispute in their application for dispute resolution, the changing nature of the tenants' requests and the landlord's ongoing work to repair this building, I advised the parties that I was not satisfied that the landlord had been given an adequate opportunity to respond to the tenants' original request for "other remedies" in the original application. I advised the tenant and her advocate that if they have specific requests with respect to this tenancy that they would need to properly identify them in a future application for dispute resolution should the need arise.

Analysis

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 or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their current dispute.

Both parties agreed to resolve the issues currently in dispute as set out in the tenants' application under the following terms:

1. The landlord agreed to withdraw the 2 Month Notice.
2. The female tenant (speaking on behalf of both tenants) agreed to withdraw the tenants' application to cancel the 2 Month Notice.
3. Both parties agreed that they will complete a written residential tenancy agreement in accordance with the *Act* should the tenants decide to return to the

rental unit in accordance with the previous order issued by the Residential Tenancy Branch regarding this tenancy.

4. Both parties agreed that the new written residential tenancy agreement will include a provision requiring the tenants to pay a pet damage deposit if they decide to keep any pet in the rental unit.

The above provisions of this settlement agreement comprise a final and binding resolution of the issues in dispute arising out of the tenants' current application for dispute resolution.

Conclusion

The landlord's 2 Month Notice is withdrawn and is of no effect.

The parties have committed to enter into a written residential tenancy agreement should the tenants decide to return to the rental unit once repairs to the rental building have been completed in a way that enables the tenants to return to live there. The parties have also committed to include in any written residential tenancy agreement they enter into a provision for a pet damage deposit should the tenants keep any pet on the premises.

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: May 10, 2013

Residential Tenancy Branch