



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC

Introduction

This hearing was convened by way of conference call in response to an application made by tenants to cancel a notice to end tenancy for cause and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement.

The landlord, the manufactured home park manager, and one of the tenants appeared for the hearing. No issues in relation to the service of the Notice of Hearing documents under the Act were raised by any of the parties. Both parties provided affirmed testimony during the hearing and documentary evidence prior to the hearing.

At the start of the hearing, the landlord confirmed her written submission prior to the hearing, that the notice to end tenancy for cause issued to the tenant on December 28, 2013 with an effective date of February 1, 2014 had been dropped as of January 17, 2014.

The tenant testified that she consented to the withdrawal of the landlord’s notice to end tenancy for cause. Policy guideline 11 to the Act stipulates that a notice to end tenancy can be withdrawn or abandoned by the landlord prior to its effective date **only** with the consent of the tenant. As the notice to end tenancy has now been withdrawn by the landlord, the tenant withdrew her portion of the application to cancel this notice to end tenancy.

In relation to the tenants’ monetary portion of the application, the landlord and tenant agreed to settle the tenants’ application in full during the hearing.

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 the dispute.

The landlord agreed to pay the tenants **\$56.00** in monetary compensation for loss of food as a result of the refrigerator repairs. The tenants will have a Monetary Order in this amount which is enforceable **if** the landlord fails to make this payment.

The landlord is cautioned to ensure she has a written record of the payment issued and served to the tenants.

The tenants are reminded of their obligations under section 26(1) in regards to payment of rent. The landlord is reminded of the remedies available under section 47 of the Act. The parties can seek further information in relation to these issues by contacting the Residential Tenancy Branch using the numbers detailed on the next page.

Conclusion

For the reasons set out above, I grant the tenants a Monetary Order in the amount of \$56.00. This order is final and binding on the parties and may be enforced.

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 20, 2014

Residential Tenancy Branch

