



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, OLC, RP, RR, FF

Introduction

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

- cancellation of the landlords' two 10 Day Notices, dated August 6, 2015 and September 25, 2015 ("two 10 Day Notices"), pursuant to section 47;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The two landlords and their agent SM, as well as the tenant attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions, and to call witnesses. Both landlords confirmed that their agent had authority to speak on their behalf at this hearing. This hearing lasted approximately 85 minutes.

The landlords' agent confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"), with the exception of 6 pages of printed coloured photographs. The tenant confirmed receipt of the landlords' written evidence package, with the exception of 3 pages of rental unit floor plans. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's

Application and the tenant was duly served with the landlord's written evidence package, with the exception of the floor plans and printed photographs noted above. As this matter settled, I decline to make a finding regarding service of the floor plans and printed photographs.

Issues to be Decided

Should the landlords' two 10 Day Notices be cancelled?

Is the tenant entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to an order requiring the landlords to make repairs to the rental unit?

Is the tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Is the tenant entitled to recover the filing fee for this Application from the landlords?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on May 10, 2015. Monthly rent in the amount of \$2,400.00 is payable on the 18th day of each month. A security deposit of \$1,200.00 was paid by the tenant and the landlords continue to retain this deposit. Both parties agreed that no written tenancy agreement exists for this tenancy. The tenant continues to reside in the rental unit, which is a full house.

The landlord issued the first 10 Day Notice, dated August 6, 2015, with an effective move-out date of August 16, 2015, for \$1,200.00 due on August 3, 2015. The landlord issued the second 10 Day Notice, dated September 25, 2015, with an effective move-out date of October 10, 2015, for \$4,800.00 due on September 18, 2015. The landlords confirmed that rent has been paid in full until July 18, 2015. The landlords testified that the tenant currently owes \$6,000.00 in unpaid rent from July 18, 2015 until November 1, 2015. The tenant testified that he only owes the landlords \$2,400.00 for rent on October 18, 2015.

In his Application, the tenant sought a monetary order of \$1,800.00 plus the \$50.00 filing fee. The tenant stated that the landlords failed to complete repairs and renovations in the rental unit, entitling the tenant to receive a retroactive rent deduction. The landlords disputed the tenant's claims.

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 dispute.

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

1. Both parties agreed that this tenancy will end by 1:00 p.m. on November 1, 2015, by which time the tenant, his wife, his two children and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant will pay the landlords \$2,400.00 by way of a bank draft payable to the landlords' agent's company, VR, by no later than October 19, 2015;
3. Both parties agreed that condition #2 settles all outstanding rent owed by the tenant to the landlords between July 18, 2015 and November 1, 2015;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's entire application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Both parties confirmed that they have an upcoming hearing at the Residential Tenancy Branch on November 18, 2015 at 9:00 a.m. The file number for that hearing appears on the front page of this decision. The tenant confirmed that the upcoming hearing is scheduled for his application to cancel the landlords' 10 Day Notice issued in October 2015, as well as an order for the landlords to comply with the *Act*, *Regulation* or tenancy agreement, and to recover the filing fee. The tenant confirmed that he did not wish to settle or cancel the upcoming hearing, despite reaching a settlement at this hearing

regarding unpaid rent and ending this tenancy, because he wished to recover his filing fee for that application.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 1, 2015. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 1, 2015. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$2,400.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to abide by condition #2 of the above monetary agreement. The landlords are provided with this Order in the above terms and the tenant must be served with a copy of this Order in the event that the tenant fails to abide by condition #2 of the above monetary agreement. 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.

The landlords' two 10 Day Notices, dated August 6, 2015 and September 25, 2015, are cancelled and of no force or effect.

The tenant agreed to bear the cost of his own filing fee of \$50.00 for this Application.

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: October 16, 2015

Residential Tenancy Branch

