



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KAN-CO PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL MNDC ERP OLC PSF O FF

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 ("the 2 Month Notice") pursuant to section 49;
- an order that the landlord comply with the *Act* pursuant to section 62;
- an order that the landlord complete repairs (some emergency repairs) in accordance with section 62 of the *Act*;
- an order that the landlord provide a service or facility as required by the tenancy agreement under section 65 of the *Act*; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Both parties confirmed receipt of the other party's application for dispute resolution and supporting materials. The landlord orally requested an Order of Possession at the outset of this hearing pursuant to section 55 of the *Act*. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This month to month tenancy commenced August 1999 with a rental amount of \$600.00 payable on the first of the month. The current rental amount of \$842.00 was payable on the first of the month. In anticipation of this hearing and consideration of the 2 Month Notice to End Tenancy for Landlord's Use served to the tenants, the landlord did not

receive monthly rent from the tenants for the month of December 2015. The landlord holds a \$300.00 security deposit paid on in August 1999.

The landlord's notice to end tenancy was issued for landlord's use, specifically repairs to the unit that could not be completed while the tenants resided within the unit. He provided evidence to show that the repairs would require the tenants to vacate the rental unit. The tenants did not dispute that repairs were necessary and could not be completed while they resided in the rental unit. Both parties agreed that the tenants should be compensated for this required move as there is an urgency to assess and repair the damage in the unit but no known date for completion of the required repairs.

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.

The landlord and tenants agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenants agreed that this tenancy will end by 1:00 p.m. on December 31, 2015, and the tenants will vacate the rental unit by that date.
2. The parties agreed that the landlord will receive an order of possession dated December 31, 2015.
3. The landlord agreed to provide \$500.00 to the tenants by 1:00 pm on December 31, 2015.
4. The parties agreed that the tenants will receive a monetary order in the amount of \$500.00.
5. The landlord agreed to return of the full amount of the tenants' \$300.00 security deposit plus any interest as of the date of this hearing. The interest payable is \$29.44 to the date of the end of tenancy.
6. Both parties agreed that the settlement terms as outlined above constituted a final and binding resolution of all issues currently under dispute in this application and arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession effective December 31, 2015 at 1:00 pm. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give further effect to the settlement reached between the parties, I issue a monetary order in favour of the tenants in the amount of \$500.00

The tenant is provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To ensure compliance with the provisions of the *Act* regarding security deposits, I order that the landlord return the tenants' security deposit plus interest totaling \$329.44.

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: December 16, 2015

Residential Tenancy Branch

