



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WENDEB PROPERTIES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDC, OLC, O, FF

Introduction

This hearing dealt with both tenants' separate applications against the same landlord, pursuant to the *Residential Tenancy Act* ("Act") for:

- 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 landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- other unspecified remedies; and
- authorization to recover the filing fee for both applications from the landlord, pursuant to section 72.

The landlord's two agents, landlord WW ("landlord") and "landlord LM" and the tenant, JF ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 76 minutes in order to allow both parties to fully present their submissions and negotiate a settlement of this matter.

The landlord confirmed that she was the owner for the landlord company named in both applications and that she and landlord LM both had authority to speak on behalf of the landlord company at this hearing. The tenant confirmed that the other tenant, "tenant KK," named in a separate application was in the hospital and that she had authority to represent him for his application, as an agent at this hearing (collectively "two tenants").

Each tenant filed a separate application against the same landlord, regarding each of their tenancies. Both tenants' applications were joined together to be heard at the same time at this hearing. Both tenants seek the same relief from the landlord in their applications.

The landlord confirmed receipt of both tenants' applications. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with both tenants' applications.

Issues to be Decided

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the tenants entitled to an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement?

Are the tenants entitled to recover the filing fee for their applications from the landlord?

Background and Evidence

Both parties agreed that the tenant's tenancy began on December 15, 2003 and tenant KK's tenancy began on April 1, 2000. Monthly rent in the amount of \$700.00 for the tenant and \$910.00 for tenant KK is payable on the first day of each month. Both parties agreed that a security deposit of \$315.00 was paid by the tenant and \$275.00 was paid by tenant KK and the landlord continues to retain both deposits. The two tenants continue to reside in their separate rental units in the same rental building.

The two tenants sought a monetary order of \$12,000.00 each as compensation for the landlord intending to terminate their use of a "boxing room" in the rental unit building that they had been using for a period of approximately 10 years as per the previous landlords. Alternatively, the two tenants sought an order for the landlord to allow them to continuing using this room. Both parties agreed that the two tenants have keys to this room and use it for storage of various items and perform the sport of boxing there too. Tenant KK sought to recover his \$100.00 filing fee and the tenant sought to recover her \$25.00 filing fee, paid for both applications.

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. The two tenants agreed to reasonably cooperate with the landlord in order to use this boxing room in an efficient manner;
2. Both parties agreed to meet and have discussions as to the disposal and retention of items in the boxing room as well as developing a schedule for the use of the boxing room;
3. Both parties agreed that, effective immediately, only Landlord LM will be managing and regulating the use of the boxing room on behalf of the landlord;
4. Both parties agreed that, effective immediately, the two tenants are not permitted to manage or regulate the use of the boxing room and the two tenants are not to provide their keys or any other access to the boxing room to any person;

5. Both parties agreed that the two tenants can continue to use the boxing room for storage and sport boxing at no cost, while sharing the boxing room with the landlord;
6. The two tenants agreed to bear the cost of the filing fees paid for both of their applications; and
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the two tenants' applications 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.

The tenant testified that she understood and agreed that this settlement was also being made on behalf of tenant KK with respect to his separate application against the landlord. The tenant testified that she had authority to settle this matter on tenant KK's behalf and that she understood and agreed that he is also bound by the terms of this settlement agreement.

Conclusion

The two tenants must bear the cost of the filing fees paid for both applications.

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 18, 2015

Residential Tenancy Branch

