



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF; CNC, CNR, MNR, MNDC, ERP, RP, PSF, LRE, LAT, RR

Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- cancellation of the landlords' two 10 Day Notices to End Tenancy for Unpaid Rent, dated October 25, 2015 and November 14, 2015 ("two 10 Day Notices"), pursuant to section 46;
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47;
- a monetary order for the cost of emergency repairs and for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to make emergency repairs for health or safety reasons, pursuant to section 33;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 33;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;

- an order to suspend or set conditions on the landlords' right to enter the rental unit, pursuant to section 70;
- authorization to change the locks to the rental unit, pursuant to section 70; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The two landlords and the 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 159 minutes in order to allow both parties to fully present their submissions and negotiate a settlement of their claim.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Issues to be Decided

Are the parties entitled to the relief as noted above?

Background and Evidence

Both parties agreed that this tenancy began on July 1, 2013 for a fixed term of one year, after which it transitioned to a month-to-month tenancy. Both parties agreed that monthly rent in the amount of \$1,300.00 is payable on the first day of each month. Both parties agreed that the tenant paid a security deposit of \$650.00 to the landlord and the landlord continues to retain this deposit. Both parties agreed that no move-in condition inspection report was completed for this tenancy. The tenant continues to reside in the rental unit, although she testified that she has been living out of the country since December 7, 2015.

A copy of the written tenancy agreement was provided for this hearing. Both parties agreed that the tenant's ex-husband signed the agreement as a tenant. The tenant is listed as a tenant-party to the agreement but she did not sign the agreement. The tenant confirmed that her ex-husband left the rental unit in November 2013 but she continued the tenancy on her own and she pays rent to the landlord under the same tenancy agreement.

Both parties agreed that a water leak occurred from a washing machine in the rental unit in July 2015, damaging the rental unit. Both parties have made claims at this hearing, relating to this water damage.

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 June 30, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant will remove her personal belongings from the one closet, one den and one large storage room in the rental unit by January 30, 2016;
 - a. The landlords will pay for the costs, up to a maximum of \$500.00, of moving and storage of the tenant's belongings in condition #2, as long as the tenant provides receipts for these costs to the landlord, while the tenant will pay any remaining costs above \$500.00;
 - b. Both parties agreed that if there is a dispute with respect to the above condition #2 or 2(a), they will file a new application for dispute resolution at the Residential Tenancy Branch ("RTB") in order to determine the dispute;
3. Both parties agreed that the landlords will pay for and have repairs completed relating to water damage at the rental unit in order to bring back the rental unit to a liveable condition by February 29, 2016;
 - a. If there is any dispute with respect to the above condition #3, the parties can file a new application for dispute resolution at the RTB in order to determine the dispute;
4. The landlords will provide notice to the tenant before entering the rental unit, in accordance with section 29 of the *Act*;
5. The landlords will contact the strata management company of the rental unit to discuss whether the tenant's mailbox key can be replaced with a new lock and key and the landlords will inform the tenant about this discussion;
 - a. Both parties agreed that if there is any dispute with respect to the above condition #5, they will file a new application for dispute resolution at the RTB in order to determine the dispute;

6. Both parties agreed that the landlords, not the tenant, will bear the cost of the inspection fee of \$92.40 and the insurance company deductible of \$500.00, both relating to water damage at the rental unit;
7. Both parties agreed that the tenant, not the landlords, will bear the cost of \$715.00 for purchasing a vacuum and cleaning the rental unit;
8. Both parties agreed that the tenant's security deposit of \$650.00 will be dealt with at the end of this tenancy in accordance with section 38 of the Act;
9. Both parties agreed that the tenant will not be required to pay rent of \$1,300.00 to the landlords for the entire month of February 2016;
10. Both parties agreed that the tenant will pay the landlords \$650.00 in full satisfaction of August 2015 rent;
11. Both parties agreed that the landlords will pay the tenant \$2,000.00 in compensation for a loss of the use of the rental unit due to water damage for the period from September 1, 2015 to January 31, 2016;
12. Both parties agreed that the monetary orders payable to both parties, due to conditions #10 and #11, will be deducted as follows:
 - a. The tenant will not be required to pay rent of \$1,300.00 to the landlords for the entire month of March 2016;
 - b. The tenant will only be required to pay rent of \$1,250.00 to the landlords for the entire month of April 2016;
13. The landlords agreed to bear the cost of the \$50.00 filing fee for their application;
14. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' 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.

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 June 30, 2016. The landlord is 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 June 30, 2016. 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.

The landlords must bear the cost of the \$50.00 filing fee for their application.

The landlords' two 10 Day Notices, dated October 25, 2015 and November 14, 2015, and the landlords' 1 Month Notice to End Tenancy for Cause (the date is unknown as a copy was not provided for this hearing), are cancelled and of no force or effect.

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: January 22, 2016

Residential Tenancy Branch

