



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET; OLC, ERP, O, FF

Introduction

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

- an early end to this tenancy and an order of possession, pursuant to section 56.

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

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- an order to the landlord to make emergency repairs for health or safety reasons, pursuant to section 33;
- other unspecified remedies; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The two tenants and the landlord 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 49 minutes in order to allow both parties to fully 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.

The landlord confirmed that he did not receive coloured photographs, a witness statement or the tenant's summary statement prior to this hearing. The tenants confirmed that they sent this evidence to the landlord by way of registered mail on December 29, 2015. As this evidence would have been deemed received by the landlord less than 14 days prior to this hearing and was in support of the tenants' application, I advised the tenants that I could not consider this evidence at the hearing,

as per Rule 3.13 of the Residential Tenancy Branch *Rules of Procedure* ("ROP"). In any event, this matter settled and I was not required to consider any evidence.

I had not received the landlord's written evidence package prior to this hearing, while the tenants did. As this matter settled, I found it unnecessary for the landlord to submit this evidence after the hearing as I do not need to consider it.

Issues to be Decided

Is the landlord entitled to an early end to this tenancy and an order of possession?

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

Are the tenants entitled to an order to the landlord to make emergency repairs for health or safety reasons?

Are the tenants entitled to other unspecified remedies?

Are the tenants entitled to recover the filing fee for their application?

Background and Evidence

Both parties agreed that this fixed term tenancy began on June 1, 2015 until October 31, 2015, after which it transitioned to a month-to-month tenancy. Both parties agreed that monthly rent in the current amount of \$1,800.00 is payable on the first day of each month, effective on November 1, 2015, by way of a verbal agreement between the parties, despite the fact that the "first tenancy agreement" indicates that the rent is \$1,500.00 per month. Both parties agreed that no security deposit was paid to the landlord. A copy of the first written tenancy agreement was provided for this hearing. A copy of a proposed "second tenancy agreement" from November 1, 2015 until April 30, 2015 (the year is a mistake in the copy), after which the tenants had to move out, at a monthly rent of \$1,800.00, was provided for this hearing but both parties agreed that the tenants had not signed or agreed to that second tenancy agreement. The tenants continue to reside in the rental unit.

The landlord seeks an early end to this tenancy and an order of possession because major emergency repairs have to be completed that require the unit to be vacant. The tenants seek an order for the landlord to perform emergency repairs, a declaration that

their tenancy continues, and to recover their \$50.00 filing fee. The tenants did not file a monetary application for this 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 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 February 29, 2016, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants will pay the landlord a total of \$900.00 for rent by February 1, 2016;
3. Both parties agreed that the above payment in condition #2 satisfies all outstanding rent from February 1, 2016 to February 29, 2016;
4. The tenants agreed to bear the cost of the \$50.00 filing fee for their application;
5. 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 landlord **only** if the tenants and any other occupants fail to vacate the rental premises

by 1:00 p.m. on February 29, 2016. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 29, 2016. 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.

The tenants must bear the cost of the \$50.00 filing fee for their 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: January 15, 2016

Residential Tenancy Branch

