



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, OLC, RP, RR

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for the following issues:

- For the cost of emergency repairs;
- For money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement;
- To allow the Tenants to reduce rent for repairs, services, facilities agreed upon but not provided;
- For the Landlord to make repairs to the rental unit; and
- For the Landlord to comply with the Act, regulation or tenancy agreement.

Both Tenants and the Landlord appeared for the hearing. However, only the Landlord and one of the Tenants provided affirmed testimony during the hearing. The Landlord confirmed receipt of the Tenants’ Application and their documentary and digital evidence. The Landlord also confirmed that he had not provided any evidence prior to the hearing.

At the start of the hearing, the parties confirmed that they had both been subject to a previous hearing held on March 23, 2016 by a different Arbitrator (the file number for which appears on the front page of this decision). The parties explained that the March 23, 2016 hearing heard the Tenants’ Application to cancel a notice to end tenancy for unpaid rent and for the Landlord to make emergency repairs. The Landlord failed to appear for that hearing but the Tenants failed to satisfy the Arbitrator that the notice to end tenancy for unpaid rent should be cancelled.

The Landlord explained that he was seeking an Order of Possession to end the tenancy and that he had issued the Tenants with a second notice to end tenancy for unpaid rent as the Tenants had not paid rent again. The Tenants explained that they were in the

process of making an Application to dispute the second notice to end tenancy and were going to rely on the same reasons they had presented at the previous hearing to have the Notice cancelled again. The Landlord explained that he wanted to end the tenancy because the Tenants had not paid rent and would likely be making a cross Application regarding the first and second notice to end tenancy for unpaid rent.

The Tenant testified that she was pregnant and could not afford to vacate the rental unit. The Tenant explained that she wanted more time to stay in the rental unit but had appeared for this hearing to ask the Landlord to do further repairs which had not been dealt with in the previous hearing and to obtain monetary compensation.

As a result, I offered the parties an opportunity to settle all of the matters in this tenancy by way of mutual agreement during this hearing. The parties discussed the issues between them at length, engaged in a conversation, turned their minds to voluntary compromise and achieved a resolution of the dispute.

Settlement Agreement

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. Both parties agreed to settle the Tenant's Application in full and all of the issues associated with the tenancy under the following terms and conditions:

1. The parties agreed to end the tenancy on **June 1, 2016 at midnight**. The Tenants are required to vacate the rental unit at this point. The Landlord is issued with an Order of Possession effective for this date which is enforceable in the BC Supreme Court as an order of that court, **if** the Tenants fail to vacate the rental unit.
2. The Landlord agreed to reduce the Tenant's rent from January 2016 onwards from \$1,500.00 to \$1,000.00. This results in the Tenants receiving \$2,500.00 in monetary compensation (starting from January 2016 to the end of the tenancy) in order to settle their monetary claim made in this Application.
3. This leaves an outstanding balance of \$3,000.00 in unpaid rent for January, February, and March 2016 by the Tenants. For this amount the parties agreed that the Landlord will receive a Monetary Order. The parties will then work together to make a payment plan in writing after the tenancy ends to pay of this debt. However, the Landlord may enforce the Monetary Order through the

Provincial (Small Claims) court as an order of that court if the parties are not able to make a payment plan or the Tenants fail to adhere to the payment plan.

4. The Tenants will pay April 2016 rent in the amount of \$1,000.00 by making payment to the Landlord for \$800.00 by April 19, 2016 and the remaining balance of \$200.00 by April 26, 2016. The Tenants will then pay May 2016 rent in the amount of \$1,000.00 by making payment by May 9, 2016.
5. If the Tenants fail to make payment as per the terms set out in points 5 above, the Landlord may issue the Tenants with a notice to end tenancy for unpaid rent and seek to end the tenancy earlier than the agreed date in point 1.
6. The parties agreed that the Landlord is not required to complete repairs as laid out in the previous decision and order dated March 23, 2016 as the tenancy is to shortly end. The only repair the Landlord is required to make by April 17, 2016 is to repair the leaking toilet and the leaking kitchen faucet. The Landlord agreed to complete this repair at his own cost. In any case, the Tenants are still required to pay rent as laid out in point 5 above.

This agreement is fully binding on the parties and is made in full and final satisfaction of all of the issues associated with this tenancy. Therefore, the Tenants will be required to cancel any Application they are in the process of making and no further Applications are permitted except in the circumstances detailed above. The parties are encouraged to work together successfully to see out the remainder of this tenancy. The parties confirmed their voluntary understanding and agreement to the above terms several times throughout the hearing. These were clarified with the parties both during and at the end of the hearing. This file is now closed.

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: April 12, 2016

Residential Tenancy Branch