



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC RP RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for compensation for damage or loss under the *Act*, 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; an order to the landlord to make repairs to the rental unit pursuant to section 33; and an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties (2 tenants and 1 landlord) attended and were given full opportunity to be heard, to present evidence and to make submissions. The landlord indicated that a 1 Month Notice to End Tenancy for Cause had been issued to the tenants but that a hearing date had not yet been set with respect to that application. Both parties confirmed receipt of the materials submitted by the other party. 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

At the outset of this hearing, Tenant M testified with respect to the state of the rental unit at move in and over the course of the tenancy. He testified that there had been a repair needed to the ceiling; a lack of light in the laundry room as well as limited use of the laundry room; a malfunctioning furnace resulting in an excessively cold month of December in the rental unit; some disputes between himself and the landlord regarding mail and parking; an indication that the hot water did not have a sufficient radiator; and that there was a leak in the kitchen that remained unaddressed for several weeks. Therefore, the tenants sought an amount of \$2000.00 in rent reductions to address these outstanding issues. At the time of this hearing, the tenant testified that most issues for repair had now been resolved.

Throughout the course of this hearing and with negotiating a settlement in mind, the tenants agreed to vacate the rental unit at the end of June 2016. While the parties did not entirely agree on what repairs were required and the timeline of the landlord to make those repairs, the parties agreed that some compensation was appropriate in all of the circumstances. Both parties were able to reach a mutually satisfactory agreement with respect to this matter.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant(s) agree to vacate the rental unit on or before June 30, 2016 at one in the afternoon.
2. The tenant(s) agree to ensure that all tenant possessions currently in the rental will be removed on or before June 30, 2016 at one in the afternoon.
3. The tenant(s) agree to ensure that the rental has been cleaned on or before June 30, 2016 at one in the afternoon.
4. The tenant(s) agree to ensure that the keys for the rental unit have been returned to the landlords on or before June 30, 2016 at one in the afternoon.
5. The landlord(s) agree to pay the tenant(s) \$500.00 by July 15, 2016 by returning the tenants' security deposit.
6. The landlord(s) agree that the tenants will pay \$500.00 only in rent as complete payment for the month of May 2016.
7. The landlord(s) agree that the tenants will pay \$500.00 only in rent as complete payment for the month of June 2016.
8. The landlord(s) agree that, if the tenants both vacate the rental unit prior to June 1, 2016, the landlord(s) will pay the tenants \$500.00 by June 1, 2016 at one in the afternoon (in lieu of a June 2016 rent reduction and in addition to the return of the security deposit).
9. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to vacate the residence by June 30, 2016 in accordance with their agreement. 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 tenant(s) do not vacate the premises in accordance with the agreement within this decision. Should the tenants 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 effect to the monetary portion of the settlement reached between these parties, I issue a monetary order in favor of the tenants in the amount of \$500.00 dated June 1, 2016 to be used only if the tenant(s) vacate the rental unit prior to June 1, 2016. The landlords are provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their settlement agreement. Should the tenant(s) 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.

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 14, 2016

Residential Tenancy Branch