



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNL RR FF

### Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for landlord's use of property pursuant to section 49;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement. I agreed to assist the parties in settling their dispute in accordance with section 63 of the *Act*.

### Analysis

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agrees to withdraw the 2 Month Notice to End Tenancy dated May 1, 2016.
2. The landlord and tenants agree **that this tenancy will end no later than 1:00 p.m. on September 30, 2016**, and,
3. The landlord will receive an **Order of Possession effective 1:00 p.m. on September 30, 2016**.

4. The landlord agrees to reimburse the tenants \$40/month beginning the month of May 2016 for wireless internet services. The tenants are permitted to deduct \$120.00 from the rent payable on July 1, 2016 to satisfy the reimbursement for the months of May, June and July 2016. The tenants are permitted to deduct \$80.00 from the rent payable on August 1, 2016 to satisfy the reimbursement for the months of August and September 2016. If the tenants make this deduction but subsequently vacate prior to the September 2016 rent becoming payable, the landlord may retain the \$40.00 reduction for September 2016 from the tenant's security deposit.
5. The tenants and landlord agreed that any dispute concerning the use of laundry services had been mutually resolved as of the date of the hearing.
6. The tenants are entitled to receive from the landlord on or before September 30, 2016 an amount that is equivalent of one month's rent payable under the tenancy agreement. This amount may be withheld by the tenant's from the rent for September 2016 or the last month's rent if the tenant's vacate earlier than September 30, 2016.
7. The tenants and landlord agree to split the cost of the filing fee for this application. The tenants are permitted to deduct an additional \$50.00 from the rent payable on July 1, 2016 to satisfy reimbursement of half the \$100.00 filing fee.

Each party confirmed that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

#### Conclusion

The landlord's 2 Month Notice to End Tenancy dated May 1, 2016 is withdrawn.

I grant an Order of Possession to the landlord effective **1:00 p.m. on September 30, 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.

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: June 06, 2016

---

Residential Tenancy Branch