



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, ERP, RP, LRE, FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for the following reasons: to cancel a notice to end tenancy for cause; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; for the Landlord to make emergency repairs for health and safety reasons; for the Landlord to make repairs to the rental unit; to suspend or set conditions on the Landlord’s right to enter the rental unit; to recover the filing fee; and for “Other” issues namely a request to move out of the rental unit.

Both Tenants and the Landlord appeared for the hearing and provided affirmed testimony as well as documentary evidence prior to the hearing. The Landlord confirmed receipt of the Tenant’s Application by registered mail. The parties also confirmed receipt of each other’s extensive documentary evidence which was served pursuant to the Act and the Residential Tenancy Branch Rules of Procedure.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the issues to be decided.

Preliminary Issues

At the start of the hearing, the Tenants confirmed that they had moved out of the rental unit at the end of May 2016, due to a bed bug issue in the rental unit, shortly after the tenancy had started on May 1, 2016. The Landlord stated that he was not sure that the Tenants had fully vacated the rental unit and requested an Order of Possession. The Tenants confirmed that they appeared for the hearing to deal with their monetary claim for compensation and that all the other issues on their Application were now moot including their request to cancel the notice to end tenancy for cause. The Tenants confirmed that the only matter to be dealt with on their Application was their monetary

claim and had no issue with the Landlord being issued with an Order of Possession for the rental unit.

As a result, I dismissed the Tenants' Application, and with the consent of the Tenants, I provided the Landlord with an Order of Possession to enforce the ending of the tenancy pursuant to Section 55(1) of the Act. The Landlord may use this Order of Possession if the Tenants are still occupying the rental unit. This order is attached to the Landlord's copy of this decision and may be enforced in the BC Supreme Court as an order of that court.

As the only issue left on the Tenants' Application to be dealt with in this hearing was their monetary claim, I asked the Tenants to clarify what amount and the reasons why they were making their claim against the Landlord, as this was not made clear in the details section of the Tenants' Application. The Tenants confirmed that their monetary claim was to recover \$400.00 for pest control services they paid for and loss of rent in the amount of \$1,350.00. These were the only amounts they were requesting.

The parties were asked to present their evidence in relation to these two items that formed the Tenants' monetary claim. The Tenants testified that at the start of this tenancy, they noticed bed bugs in the rental unit and they notified the Landlord verbally after which they continued to have the bed bugs investigated and treated at a cost of \$400.00. The Landlord rebutted the Tenants' evidence and stated that he was never given the opportunity to examine the problem and decide on what action he was going to take. The Tenants confirmed that they had not given any **written** notice to the Landlord for the Landlord to examine the issue and provide them with remedy and cited that the emergency nature of the situation did not warrant such written notice.

During the hearing, the Landlord disclosed a monetary claim for unpaid rent for June 2016 on the basis that the Tenants had breached the fixed term tenancy by ending the tenancy prematurely and not complying with Section 45(3) of the Act. However, the Landlord was informed that his monetary claim was not before me as he had not made an Application and put the Tenants on notice of this. Therefore, I was unable to make any legal findings on the claims he disclosed during this hearing. However, I offered the parties an opportunity to settle all of the matters in this hearing in full and final satisfaction of all the issues associated with this tenancy.

The parties discussed the issues, turned their minds to compromise and agreed that resolution in this manner would be the best outcome for this dispute.

Analysis & Conclusion

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 dispute in full and final satisfaction under the following terms:

1. The Tenants consented to the Landlord keeping their security deposit in full satisfaction of the Landlord's potential monetary claim for unpaid rent for June 2016 and their breaking of the fixed term contract.
2. The Landlord agreed that he would not make a monetary claim against the Tenants for unpaid rent for June 2016. Therefore, this would effectively provide the Tenants with monetary compensation for half a month's rent. As a result, there is no requirement for any monies to be exchanged between the parties and the Landlord is barred from making a monetary claim for unpaid rent against the Tenants.
3. The Tenants agreed to return to the Landlord both sets of keys for the rental unit by the end of June 16, 2016.

This decision and order is final and binding on the parties. The parties confirmed their voluntary agreement and understanding of this mutual agreement both during and at the conclusion 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: June 15, 2016

Residential Tenancy Branch