



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNL, MNDC, RP, RR, FF

### Introduction

This hearing was convened the tenants' application pursuant to the *Residential Tenancy Act* (the Act) for:

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 66;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

The tenant JMD (the tenant) appeared with her assistant. The tenant confirmed that she was acting on behalf of the tenant TJD. The landlord attended the hearing.

In the course of the hearing the parties were able to reach an agreement to settle the outstanding issues to date.

### Background to Settlement

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.

At the commencement of the hearing I informed the parties that applications before the Residential Tenancy Branch may be resolved in one of two ways: mediation or adjudication.

In applications such as these, if in the course of mediation parties are able to reach an agreement as to terms under which the tenancy would continue or terms under which the tenancy would end, that settlement is recorded as a decision of the Residential Tenancy Branch and any order necessary to implement the settlement is issued by the Branch and has the same force and effect as if it were issued as a result of adjudication.

I informed the parties that settlement discussions occur on a “without prejudice basis”, which means that I understand that parties may make concessions that do not have to do with admission of any liability or waiver of any right, but have to do with personal, business, or other pragmatic reasons and a desire to reach a mutually agreed to solution to the problems in the tenancy. I informed the parties that in the course of a mediated outcome, I would not hear evidence, but that if the mediation was unsuccessful, the hearing would convert to the adjudicative model and I would hear evidence at that time.

I informed the parties that the alternate mode of dispute resolution available to them was adjudication. In the course of adjudication I am provided testimony and documentary evidence from which I make findings of fact. Those facts are applied to the law in order to reach a determination on the entitlement between the parties.

I informed the parties that the advantage to mediation was that the parties were able to tailor a specific remedy to the particulars of their circumstances. I informed the parties that the disadvantage to mediation was that it required the parties to reach a mutual agreement and that if the parties were too far apart that this might not be possible.

The parties were given an opportunity to ask any questions of me regarding the two models of dispute resolution. I answered all questions asked of me.

The parties elected to participate in mediation. Through mediation were able to reach an agreement as to terms under which the tenancy would end.

### Analysis

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to provide vacant possession of the rental unit to the landlord on or before 1200 on 27 June 2016.
2. The landlord agreed to pay \$2,400.00 in compensation to the tenants.
3. The tenants agreed that the compensation set out at paragraph 2 included their pet damage and security deposits.
4. The landlord agreed that he would provide cleaning of the rental unit and carpet and that the tenants would only be responsible for removing their belongings.
5. The landlord agreed that he had been in the rental unit recently and that he did not observe any damage to the rental unit beyond regular wear and tear.
6. Both parties agreed that this settlement is comprehensive and resolves all known issues as at the date of this settlement.

The parties stated that they understood the terms of this agreement and agreed to it. The parties agreed that these particulars comprise a full and final settlement of all aspects of their disputes for both parties.

### Conclusion

I issue a monetary order in the tenants' favour in the amount of \$2,400.00. Should the landlord(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The landlord is provided with a formal copy of an order of possession effective 1200 on 27 June 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 subsection 9.1(1) of the Act.

Dated: June 22, 2016

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Residential Tenancy Branch