



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, MNDC, PSF, RR, FF

### Introduction

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- a monetary order for money owed or compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two landlords, male and female, as well as their female agent, ZJ (collectively "landlords") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 81 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The landlords confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the Act, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence package.

Pursuant to section 64(3)(c) of the Act, I amended the tenant's application to add the male landlord as a landlord-respondent party. The male landlord consented to this amendment and confirmed that he owns the rental unit and he was a landlord for this tenancy. I make this amendment to ensure that the decision and order are properly enforceable against the correct landlords and I see no prejudice to either party in doing so.

At the outset of the hearing, the tenant confirmed that she had already vacated the rental unit and she did not wish to pursue her relief for cancellation of the landlords' 10 Day Notice, an order requiring the landlords to provide services or facilities required by law, and an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. Accordingly, these portions of the tenant's application are dismissed without leave to reapply.

### 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. 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.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. The landlords agreed to pay the tenant \$2,750.00 by way of electronic funds transfer by August 22, 2016;
  - a. Both parties agreed that the above amount includes the return of the \$1,500.00 security deposit by the landlords to the tenant;
2. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The tenant agreed to return the shed key to the landlords, as well as remove the wood and portable dishwasher from the rental unit at her own expense, by August 18, 2016;
4. The landlords agreed to dispose of the other items in the rental unit, including a bed frame, couch and headboard, at their own expense;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing and any issues arising out of this tenancy;
6. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

The tenant was asked and testified a number of times during the hearing that she wanted to settle her application and that she understood that this settlement is final and binding, including for any future potential claims at the Residential Tenancy Branch.

### Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$2,750.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) do not abide by condition #1 of the above agreement. The tenant is provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order as soon as possible after the landlord(s) do not abide by condition #1 of the above agreement. 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 tenant must bear the cost of the \$100.00 filing fee paid for her application.

The tenant's application to cancel the landlords' 10 Day Notice, an order requiring the landlords to provide services and facilities required by law, and an order for a rent reduction, are dismissed without leave to reapply.

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: August 17, 2016

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Residential Tenancy Branch