



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RR, FF

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated July 1, 2016 ("1 Month Notice"), pursuant to section 47;
- 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 (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. The male landlord exited the conference early at 11:09 a.m., stating that he had to attend work and he gave authority to the female landlord to speak on his behalf as an agent at this hearing. The tenant called into the conference late at 11:18 a.m., when the conference began at 11:00 a.m., stating that he had forgotten about the conference. I notified the tenant about what occurred during the hearing in his absence. This hearing lasted approximately 50 minutes in order to allow both parties to negotiate a full settlement of this matter.

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

The tenant confirmed receipt of the landlords' 1 Month Notice on July 2, 2016, which the landlords said was served on July 1, 2016, by way of posting to the rental unit door. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlords' 1 Month Notice on July 2, 2016.

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 currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlords' 1 Month Notice, dated July 1, 2016, is cancelled and of no force or effect;
3. The tenant agreed not to smoke inside the rental unit for the remainder of this tenancy, which ends on September 30, 2016;
4. Both parties agreed that the tenant's rent is paid in full up to August 31, 2016;
5. The tenant agreed that he is pursuing his rent reduction application against the landlords at the Provincial Court of British Columbia, not the Residential Tenancy Branch;
6. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this Application;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application scheduled to be heard in the future on September 22, 2016 at 11:00 a.m., the file number of which appears on the front page of this decision, and that hearing is hereby cancelled by way of verbal agreement from the landlords at this hearing;
9. Both parties agreed that the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated August 2, 2016 ("10 Day Notice"), is cancelled and of no force or effect. This notice is the subject of the landlords' application which is scheduled for the future hearing on September 22, 2016.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they

understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord(s) **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2016. The landlord(s) are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2016. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenant must bear the cost of the \$100.00 filing fee paid for his Application.

The upcoming hearing on September 22, 2016 at 11:00 a.m. for the landlords' application, the file number of which appears on the front page of this decision, is hereby cancelled.

The landlords' 1 Month Notice, dated July 1, 2016, and the landlords' 10 Day Notice, dated August 2, 2016, are both cancelled and of no force or effect.

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: September 01, 2016

Residential Tenancy Branch