



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, RR

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated September 13, 2016 ("1 Month Notice"), pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties 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 40 minutes in order to allow both parties to fully engage in settlement negotiations.

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

The tenant confirmed that she did not serve her coloured photographic evidence on the landlord. I advised both parties that I could not consider the tenant's photographs at this hearing because they were not served on the landlord. As this matter settled, this issue was moot.

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, 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 December 31, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed to pay the landlord rent of \$1,000.00, which the landlord agreed to accept in full satisfaction of all rent owed for this tenancy from October 1 to December 31, 2016, according to the following payment plan;
 - a. \$450.00 by November 22, 2016;
 - b. \$550.00 by December 14, 2016;
3. The landlord, at her own cost, agreed to inspect the oven at the rental unit by 2:00 p.m. on November 27, 2016 and to have a certified technician perform any necessary repairs;
4. The landlord, at her own cost, agreed to inspect the rental unit for pests and to temporarily cover the holes caused by the rats and mice, in collaboration with the tenant, all to be done by 2:00 p.m. on November 27, 2016;
5. The landlord, at her own cost, agreed to perform ongoing pest control at the rental unit, as required;
6. The landlord, at her own cost, agreed to inspect the electrical issues reported by the tenant at the rental unit by 2:00 p.m. on November 27, 2016 and to have a certified electrician perform any necessary repairs;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties confirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties confirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

I order the landlord to perform any necessary repairs to the oven and electrical issues by no later than December 9, 2016.

Both parties have leave to reapply at the Residential Tenancy Branch if there is a dispute over the interpretation of the above conditions, whether repairs are necessary, or whether the landlord or tenant have violated any of the above conditions.

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 **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 31, 2016. 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 December 31, 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 landlord's 1 Month Notice, dated September 13, 2016, is cancelled and of no force or effect.

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 landlord's favour in the amount of \$1,000.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by condition #2 of the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by condition #2 of the above agreement. Should the tenant 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.

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: November 22, 2016

Residential Tenancy Branch