



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNC MNDC LAT RR

Introduction

This matter involved a rental unit comprised of a self-contained basement suite which was occupied by two “Tenants in common”. Residential Tenancy Policy Guideline 13 provides that “Tenants in common” sharing the same premises or portion of premises may enter into separate tenancy agreements with a landlord. A tenant in common has the same rights and obligations as an ordinary tenant with a separate tenancy, and is not responsible for debts or damages relating to the other tenancy.

Each Tenant in common filed an application for Dispute Resolution on September 29, 2016 listing the exact same requests and issues. Each Tenant sought: more time to file their application; an order to cancel a 1 Month Notice to end tenancy for cause; monetary compensation; an order authorizing the Tenant to change the locks; and allow the Tenant reduced rent for repairs, services, or facilities agreed upon but not provided.

Each application for Dispute Resolution was assigned its own file number and hearing documents. The hearings were scheduled to be heard by the same arbitrator in back to back hearings on November 30, 2016. Each matter has been issued a separate Decision.

The hearing was conducted via teleconference and was attended by the Landlord, his spouse; the Landlord’s legal counsel; the Tenant, and the Tenant in common. Each Landlord and Tenant gave affirmed testimony.

Both Tenants in common were present and submitted evidence. Therefore, for the remainder of this decision, terms or references to the Tenants importing the singular shall include the plural and vice versa, except where the context indicates otherwise.

I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Issue(s) to be Decided

Have the parties agreed to settle these matters pursuant to section 63 of the *Act*?

Background and Evidence

The documentary evidence indicated that each Tenant entered into a separate fixed term tenancy agreement, as "Tenants in common". Their tenancies commenced on April 16, 2016 and were scheduled to end on April 15, 2017. Rent of \$650.00 was payable by each Tenant on or before the first of each month. Each Tenant paid \$325.00 as the security deposit on or around April 10, 2016.

The parties mutually agreed that each Tenant's security deposit had been disbursed prior to this November 30, 2016 hearing. In addition, the undisputed evidence included that each Tenant's December 1, 2016 rent had been paid in full.

During the course of this proceeding the parties agreed to settle these matters.

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 achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw his application for Dispute Resolution in its entirety;
- 2) The Landlord agreed to pay the applicant Tenant **\$702.50** as full and final compensation;
- 3) The parties **mutually agreed to end this tenancy** effective **January 1, 2017 at 12:00 p.m.**, noon;
- 4) The \$702.50 payment is to be combined with the \$702.50 owed to the "Tenant in common" A.S. and delivered to the Tenants by December 2, 2016 in the form of one postdated cheque dated January 1, 2017, made payable to D.B.;
- 5) Each person acknowledged their understanding that this settled Decision resolved the matters contained in the Tenant's application and that no findings were made on the merits of the said application for dispute resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

In the event the Tenants do not receive the agreed upon payment, the Tenant, D.B. may serve the Landlord the Monetary Order for **\$1,405.00** (2 x \$702.50), issued in relation to his application for Dispute Resolution (file number recorded on the front page of this Decision), which may be enforced through Small Claims Court.

In support of the settlement agreement the Landlord has been issued an Order of Possession effective January 1, 2017 at 12:00 p.m. noon, in relation to A.S.'s

application for Dispute Resolution. The Order will name both Tenants in common. This order may be enforced through Supreme Court.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act. The Tenants have been issued a Monetary Order for **\$1,405.00** relating to D.B.'s application for Dispute Resolution and the Landlord has been issued an Order of Possession effective January 1, 2017 relating to A.S.'s application for Dispute Resolution.

This decision is final, legally binding, and 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 30, 2016

Residential Tenancy Branch