



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF, CNR, OLC, RP

Introduction

This hearing was scheduled to consider cross-applications pursuant to the *Residential Tenancy Act* (the “Act”).

The tenant seeks

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33.

The landlords seek:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to retain all or part of the security deposit in partial satisfaction of the monetary claim pursuant to section 38; and
- recovery of the filing fee for this application from the tenant pursuant to section 72.

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. The landlord SK primarily spoke for both landlords (the “landlord”).

As both parties were in attendance I confirmed that there were no issues with service of the landlord's 10 Day Notice, the tenant's application for dispute resolution, the landlords' application for dispute resolution or either party's evidentiary materials. The parties confirmed receipt of one another's materials. In accordance with sections 88 and 89 of the *Act*, I find that the parties were duly served with copies of the landlords' 10 Day Notice, the parties' respective applications and their respective evidence packages.

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:

Tenancy Issues

1. This tenancy will end on 1:00pm April 30, 2017 by which time the tenant and any other occupants under this tenancy agreement will have vacated the rental unit.
2. No monthly rent will be payable for March and April, 2017.
3. The tenant will continue to be responsible for payment of utilities pursuant to the current tenancy agreement.
4. The parties agreed that any and all past rental arrears for this tenancy have been forgiven and the tenant does not owe any rent for this tenancy.
5. The landlords agreed to withdraw the 10 Day Notice dated January 11, 2017.

End of Tenancy Issues

6. The landlords will pay the tenant \$2,000.00 if the tenant moves out of the rental unit before March 31, 2017.
7. The landlords will pay the tenant \$1,200.00 if the tenant moves out of the rental unit after March 31, 2017 but on or before April 30, 2017.
8. The landlords will pay the tenant \$200.00 at the end of the tenancy.
9. The tenant paid a security deposit of \$500.00 at the start of the tenancy which is still held by the landlords. The security deposit will be repaid or claimed in accordance with the *Act* at the end of the tenancy.

Communication Issues

10. For the remaining duration of this tenancy the tenant will communicate with the landlord by text message at the number provided by the landlord.
11. The landlord will send an acknowledgement of receipt of any text message from the tenant within 24 hours of receipt and respond in a timely manner to the issue raised by the tenant.

12. The landlord will communicate directly with the third party pest control companies and arrange for inspection and work. The landlord will attend on site or otherwise be responsible for allowing the pest control companies access to the rental building as required.
13. When access to the rental unit is required the landlord will contact the tenant in accordance with the *Act* to request entry.
14. This settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, the 10 Day Notice of January 11, 2017 is cancelled and of no force or effect.

Pursuant to Clause 2 of the parties' settlement agreement as outlined above, I order that no monthly rent is to be paid by the tenant for the months of March 2017 and April 2017. The tenant remains responsible for utility payments in accordance with the terms of the tenancy agreement with the landlords.

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 served on the tenant by the landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 30, 2017. 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.

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: February 20, 2017

Residential Tenancy Branch