



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNR, ERP, PSF, RR, O

Introduction

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

- cancellation of the landlord's two 1 Month Notices to End Tenancy for Cause, both dated January 18, 2017 ("two 1 Month Notices"), pursuant to section 47;
- a monetary order for the cost of emergency repairs, pursuant to section 67;
- an order requiring the landlord to make repairs, pursuant to section 33;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- other unspecified remedies.

The landlord, the two tenants ("tenants") and their agent, SR ("tenants' agent") 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 tenants confirmed that their agent had authority to speak on their behalf at this hearing. This hearing lasted approximately 43 minutes in order to allow both parties to fully negotiate a settlement of this application.

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

The tenants confirmed receipt of the two 1 Month Notices, both dated January 18, 2017. Each tenant received a different notice. The effective date on both notices is February 28, 2017. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the two 1 Month Notices.

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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenants agreed that they would not engage in any illegal activities at the rental unit or permit any illegal drugs or firearms to be stored and/or used at the rental unit for the remainder of this tenancy;
2. The tenants agreed that only the two tenants and the tenants' agent SR will be residing at the rental unit for the remainder of this tenancy;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2017, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by conditions #1 AND #2 of the above settlement;
 - a. In that event, the landlord's two 1 Month Notices are cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, if the tenants do not abide by conditions #1 OR #2 of the above settlement;
5. The landlord agreed that the tenants are entitled to a rent reduction of \$300.00 for January 2017 rent in order to reimburse the tenants for the cost of a plumber;
6. The tenants agreed to pay the landlord \$600.00 for rent from January 1 to 31, 2017 by February 27, 2017 by way of cash and the landlord agreed to provide the tenants with a rent receipt immediately upon receiving the payment;
7. The tenants agreed to pay the landlord \$900.00 for rent from February 1 to 28, 2017 by March 3, 2017;
8. The tenants agreed to pay the landlord \$900.00 for rent from March 1 to 31, 2017 by March 7, 2017;
9. The landlord agreed, at his own cost, to hire a certified, licensed plumber to inspect the rental unit by February 28, 2017, and to perform any repairs recommended by that plumber by March 10, 2017;
10. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

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

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached two (2) day Order of Possession to be used by the landlord

only if the tenant(s) do not abide by conditions #1 or #2 or #3 of the above settlement. The tenant(s) must be served with this Order in the event that the tenant(s) do not abide by conditions #1 or #2 or #3 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenants abide by conditions #1 and #2 of the above settlement, I find that the landlord's two 1 Month Notices, both dated January 18, 2017, are cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on March 31, 2017.

In order to implement the above settlement between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,500.00, the amount currently owing for January and February 2017 rent. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) do not pay the landlord \$1,500.00 as per the above agreement. The tenant(s) must be served with a copy of this Order as soon as possible after the tenant(s) do not pay the landlord \$1,500.00 as per the above agreement. Should the tenants(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.

I notified the landlord that as future rent for March 2017 is not yet due under the tenancy agreement as of the date of this hearing, the landlord can apply for a monetary order for any rent due for March 2017.

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 27, 2017

Residential Tenancy Branch