



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, ERP, RP

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 February 10, 2017 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62; and
- an order requiring the landlord to perform emergency and regular repairs, pursuant to section 33.

The landlord and her advocate husband (collectively "landlord") and the tenant and her two advocate sons (collectively "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. Both parties confirmed that their advocates had permission to speak on their behalf at this hearing. This hearing lasted approximately 60 minutes in order to allow both parties to negotiate a full settlement of this application.

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

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 and 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 April 30, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 1 Month Notice, dated February 10, 2017, is cancelled and of no force or effect;
3. The landlord agreed, at her own cost, to have certified, licensed technicians inspect and repair, if repairs are recommended by the technicians after the inspection, the following items at the rental unit by March 31, 2017:
 - a. the plugs in the kitchen;
 - b. the laundry room door;
 - c. the balcony door;
 - d. the front entrance door;
4. The landlord agreed to abide by section 29 of the *Act* by providing the tenant with proper notice prior to entering the rental unit for inspections, repairs or otherwise;
5. The landlord agreed to not pursue the tenant for any monetary losses as a result of both parties ending the fixed term tenancy agreement earlier than the fixed term end date of February 28, 2018;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 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 April 30, 2017. The landlord is 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 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.

The landlord's 1 Month Notice, dated February 10, 2017, is cancelled and of no force or effect.

I order the landlord, at her own cost, to have certified, licensed technicians inspect and repair, if repairs are recommended by the technicians after the inspection, the plugs in the kitchen, as well as the laundry room, balcony and front entrance doors, by March 31, 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: March 20, 2017

Residential Tenancy Branch