



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROSS HOUSE HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, MNDC, OLC, RP

### Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated March 31, 2017 ("2 Month Notice"), pursuant to section 49;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy 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; and
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33.

The tenant and his advocate, LM (collectively "tenant") and the landlord's agent, AH ("landlord") 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 tenant confirmed that his agent had authority to speak on his behalf at this hearing and he provided a written letter with his application, confirming this. The landlord confirmed that she had authority to speak on behalf of the "landlord company" named in this application, as an agent at this hearing.

Two witnesses appeared on behalf of the tenant and one witness appeared on behalf of the landlord at the outset of this hearing; all witnesses were excluded from the outset of the hearing and did not provide any witness testimony because the matter settled between the parties. An "individual CH," who is the landlord's father, was originally named in this application as a landlord-respondent, and appeared for a few minutes at the beginning of this hearing to speak but then exited the hearing on his own accord. This hearing lasted approximately 60 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenant's application for dispute resolution package and the tenant 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 tenant's application and the tenant was duly served with the landlord's written evidence package.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the tenant's first name to include his legal name rather than his nickname and to remove individual CH as a landlord-respondent to this application, as both parties agreed to the above amendments. The landlord confirmed that she was the director and sole shareholder of the landlord company named in this application and the company owned the rental unit. Individual CH confirmed that he was not the owner of the rental unit or the landlord for this tenancy.

### 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 orders. 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 this tenancy will continue on a month-to-month basis until the tenancy is ended in accordance with the *Act*, with monthly rent of \$450.00 due each month, until the rent is legally changed in accordance with the *Act*;
  - a. Both parties agreed to sign a written tenancy agreement by May 26, 2017, naming the landlord company and the tenant as parties, for a month-to-month tenancy with monthly rent of \$450.00 due each month;
2. The landlord agreed that her 2 Month Notice, dated March 31, 2017, was cancelled and of no force or effect;
3. The tenant agreed to abandon his monetary claim for \$4,200.00 for previous overpayment of rent, pain and suffering and a smaller room change, and not pursue this claim at the Residential Tenancy Branch in the future;
4. The tenant agreed that no repairs are required at the rental unit at this current time;

5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

### Conclusion

I order both parties to comply with the above settlement terms.

The landlord's 2 Month Notice, dated March 31, 2017, is cancelled and of no force or effect.

I order that this tenancy continues on a month-to-month basis until the tenancy is ended in accordance with the *Act*, with monthly rent of \$450.00 due on the first day of each month, until the rent is legally changed in accordance with the *Act*.

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: May 17, 2017

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Residential Tenancy Branch