



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE REALTY CHILLIWACK LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, ERP, RP, RR, FF

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 12, 2017 ("10 Day Notice"), pursuant to section 46;
- 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 make emergency and regular repairs to the rental unit, pursuant to section 33;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant KF" did not attend this hearing, which lasted approximately 61 minutes. The landlord's agent, MH ("landlord") and one of two tenants, tenant RD ("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. The landlord confirmed that he was property manager for the landlord company named in this application and that he had authority to represent it as an agent at this hearing. The tenant confirmed that she had authority to represent tenant KF as an agent at this hearing (collectively "tenants").

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

The tenant confirmed receipt of the landlord's 10 Day Notice. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 10 Day Notice.

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 is continuing under the terms of the original tenancy agreement until it is ended in accordance with the *Act*;
2. The landlord agreed that the landlord's 10 Day Notice, dated April 12, 2017, is cancelled and of no force or effect;
3. The landlord agreed that the tenants are entitled to deduct \$600.00 from their April 2017 rent, which has already been done by the tenants;
4. The tenants agreed to pay the landlord \$354.04 by May 27, 2017 and the landlord agreed to accept this payment towards the remainder of the April 2017 rent owed by the tenants to the landlord;
5. Both parties agreed that the tenants have paid rent in full for May 2017;
6. The landlord agreed to complete the remainder of the repairs required in the tenants' rental unit by June 30, 2017;
7. The tenants agreed to bear the cost of the \$100.00 application filing fee paid for this application;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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.

The landlord confirmed that he agreed and understood that this settlement agreement is binding upon the landlord company named in this application and that he had authority to make this agreement on its behalf as an agent. The tenant confirmed that she agreed and understood that this settlement agreement is also binding upon tenant KF and that she had authority to make this agreement on his behalf as an agent.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$354.04. 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 abide by condition #4 of the above monetary agreement. The tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with condition #4 of the above monetary agreement. Should the tenant(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.

The landlord's 10 Day Notice, dated April 12, 2017, is cancelled and of no force or effect.

I order that this tenancy continues under the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

I order the tenants to deduct \$600.00 from their April 2017 rent payable to the landlord for this rental unit and this tenancy, which has already been done by the tenants.

I order the landlord to complete the remainder of the repairs required in the tenants' rental unit by June 30, 2017.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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 26, 2017

Residential Tenancy Branch