



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, ERP, RP

Introduction

A hearing was convened to consider the tenants' application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause/End of Employment dated May 10, 2017 (the "1 Month Notice"). The tenants also apply for an order requiring the landlords to make emergency and other repairs.

Both of the named tenants and an advocate attended the hearing. The tenants also had a witness available. The individual landlord attended with two witnesses. At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlords withdraw the 1 Month Notice.
2. The tenants withdraw their application to dispute the landlord's 1 Month Notice and for orders that the landlord make repairs.
3. The tenancy will continue until it is ended in accordance with the Act.

4. Beginning August, 2017 and for the months thereafter, rent will be \$1,000.00 per month and will be due on the 5th of each month. Rent must be paid when it is due.
5. In the event that the tenants choose to end the tenancy, they will give the landlords the required notice and vacate the rental unit as though rent were due on the 1st of the month (meaning they will provide the landlords with one month's written notice no later than the last day of the month and will vacate the rental unit no later than 1:00 pm on the last day of the month).
6. The landlord will as soon as reasonably possible make the following repairs to the rental unit, provided the tenants cooperate to remove themselves and/or their dogs from the unit as required:
 - a. Repair the hot water leaks in the bathroom;
 - b. Repair the electrical wiring or other issues that are preventing the oven from functioning;
 - c. Ensure the rental unit has a functioning stove and oven;
 - d. Repair or replace all smoke alarms in the rental unit; and
 - e. Cover all baseboard heaters in the rental unit.
7. In the event that the repairs set out above and any additional repairs required by the landlords' insurer do not result in a significant decrease to the hydro charges for the rental unit, the tenants and the individual landlord agree to attempt in good faith to negotiate an agreement under which the tenants pay a portion of those charges.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their verbal tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party

to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: June 30, 2017

Residential Tenancy Branch