



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, RP, RR, FF

Introduction

This hearing was convened by way of conference call in response to the Tenants' Application for Dispute Resolution (the "Application") filed on June 19, 2017 for: the Landlords to make repairs to the rental unit; a rent reduction for repairs agreed upon but not provided; and to recover the filing fee from the Landlords. The Tenants amended the Application on July 17, 2017 to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice").

One of the Tenants, one of the Landlords, and an agent for the Landlords appeared for the hearing and provided affirmed testimony. The hearing process was explained to the parties and they had no questions about how the proceeding would be conducted.

The Landlord confirmed receipt of the Tenants' Application and the Tenants' amended Application. The parties confirmed receipt of each other's late documentary evidence served prior to the hearing and no objections were raised with continuing the hearing using this evidence.

The parties were given a full opportunity to present their evidence, make submissions to me, and to cross examine the other party on the evidence provided. During the hearing, the Landlords' agent informed me that the Landlords had filed an application for an Order of Possession and a monetary claim. However, that application could not be scheduled with this hearing and is set to be heard on October 11, 2017 at 11:00 a.m.

Section 63 of the *Residential Tenancy Act* (the "Act") allows an Arbitrator to 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.

Accordingly, at the end of the hearing, I offered the parties an opportunity to settle all of the matters in this tenancy in full and final satisfaction at this hearing. Both parties considered this option of alternative resolution and, after a lengthy discussion and compromise by both parties, I was able to assist them to craft the following mutual agreement as follows.

Settlement Agreement

1. In relation to the 10 Day Notice, the parties agreed to instead end the tenancy mutually on September 30, 2017 at 1:00 p.m. The 10 Day Notice is now moot.
2. The Landlords are granted an Order of Possession effective for this date and time. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenants fail to vacate the rental unit by this agreed date and time.
3. The Tenants may end the tenancy earlier providing they give the Landlords written notice of the earlier departure date. The Landlord agreed that no notice period of any earlier departure date is required.
4. In relation to the Tenants' request for a rent reduction, the parties agreed that the Tenants will be only compensated with \$500.00 for the remaining two months of the tenancy. Therefore for August and September 2017 the Tenants will pay rent in the amount of \$2,300.00 on the first day of each of those months.
5. If the Tenants vacate earlier than September 1, 2017 there will be no requirement for the Tenants to pay rent on September 1, 2017. However, the Tenants will not be entitled to re-imbursement of \$500.00 for the September 1, 2017 rent reduction because the rent reduction is only provided for on-going renovations being undertaken by the Landlords.
6. In return, the Landlord agreed to forego their monetary claim for repairs not completed by the Tenants as previously agreed in this tenancy. In this respect, the Tenants are to cease all work to the rental unit and are to not dismantle any work already undertaken. Both parties should gather evidence in this respect.
7. Accordingly, the Landlord withdrew and cancelled the hearing set to take place on October 11, 2017 as those issues have now been dealt with in this settlement. Therefore, there is no requirement for the parties to appear for that hearing.
8. Both parties are barred from making any further applications pursuant to this tenancy. However, the rights and obligations with respect to the return of the Tenants' security deposit at the end of the tenancy and the Landlords' right to make a claim against it for issues not dealt with in this agreement (such as lack of cleaning to the rental unit) are still in effect and apply.

The parties confirmed the terms and agreement as laid out above during and at the end of the hearing. The parties also confirmed that they had entered into this settlement agreement voluntarily and understood the full nature of this binding agreement and its meaning.

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

Dated: July 31, 2017

Residential Tenancy Branch