



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, RP

Introduction

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

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated April 29, 2017 ("2 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 2 Month Notice, pursuant to section 49; and
- an order requiring the landlord to perform repairs to the rental unit, pursuant to section 33.

Both parties 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 hearing began at 9:30 a.m. with me and the tenant present. At approximately 9:51 a.m., I permitted the tenant to exit the conference in order to call the landlord and have him join the hearing because the tenant claimed that she had reached an agreement with the landlord and he probably thought he did not have to call in because they had settled. At approximately 9:55 a.m., the tenant returned to the conference and the landlord joined in the conference separately at that time. The hearing ended at approximately 10:21 a.m.

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

The tenant confirmed receipt of the landlord's 2 Month Notice. A copy of the notice was provided for this hearing. The effective move-out date on the notice is June 30, 2017. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlord's first name. The landlord consented to the amendment.

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 11:00 p.m. on August 31, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated April 29, 2017;
3. The landlord agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice, on the following term:
 - a. The landlord agreed that the tenant is not required to pay any rent to the landlord for the period from August 1 to 31, 2018;
4. Both parties agreed that the tenant is required to pay the landlord a total of \$825.00 for the following: \$275.00 for rent for July 2017 and \$550.00 for rent for August 2017;
5. The landlord agreed to inspect and repair the electrical stove outlet in the kitchen at the rental unit by August 20, 2017;
6. The landlord agreed to have a licensed, certified pest control technician perform an inspection and any recommended treatment for mice and any other pests at the rental unit, by August 31, 2017;
7. The landlord agreed to perform ongoing inspections and pest control at the rental unit for the remainder of this tenancy, provided that the tenant first gives notice of pest control issues to the landlord;
8. 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.

I reconfirmed with the tenant, under oath, a number of times during the hearing, that she voluntarily wanted to settle this matter of her own free will, without feeling any pressure. Initially, the tenant said that she was unsure and I notified her that we could have a full hearing and I would make a decision, but she confirmed that she wished to settle voluntarily instead.

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 11:00 p.m. on August 31, 2018. 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 11:00 p.m. on August 31, 2018. 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.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$825.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$825.00 as per condition #4 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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.

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: August 16, 2017

Residential Tenancy Branch