



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPL, FF; CNR, CNC, CNL, RP, RR, FF

Introduction

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

- an order of possession for unpaid rent or utilities, for cause, and for landlords' use of property, pursuant to section 55; and
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 20, 2017 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated September 30, 2017 ("1 Month Notice"), pursuant to section 47;
- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated September 30, 2017 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlords to repair the rental unit, pursuant to section 33;
- an order to allow the tenant 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 his application, pursuant to section 72.

The two landlords (male and female), the landlords' lawyer and the 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 male landlord confirmed that he had permission to speak on behalf of the female landlord as an agent at this hearing, as she did not testify. The landlords' lawyer confirmed that he had authority to speak on behalf of both landlords at this hearing. This hearing lasted approximately 52 minutes in order to allow both parties to fully negotiate a settlement of both applications.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The tenant confirmed that he did not receive a copy of the landlords' written evidence package, which the landlords claimed was emailed to the tenant. As both parties settled these applications between themselves, I do not find it necessary to record findings of service of these documents since they were not considered during settlement in any event.

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 that this tenancy will end by 5:00 p.m. on January 2, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated September 30, 2017;
2. The landlords agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlords' 2 Month Notice on the following term:
 - a. the landlord will refund the tenant's December 2017 rent by providing a cheque for \$754.00 to the tenant by 5:00 p.m. on January 2, 2018;
3. The landlords agreed that their 10 Day Notice, dated November 20, 2017 and 1 Month Notice, dated September 30, 2017, are cancelled and of no force or effect.
4. The landlords agreed to pay the tenant \$100.00 by 5:00 p.m. on January 2, 2018, which the tenant agreed to accept in full satisfaction of the removal of the horse pen services at the rental unit;
5. The landlords agreed to permit the tenant to leave the fence posts at the rental property upon vacating the rental unit;
6. Both parties agreed to meet to perform a move-out condition inspection at 5:00 p.m. on January 2, 2018;
7. Both parties agreed that the tenant's security deposit of \$300.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
8. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
9. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications made at this hearing.

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.

The male landlord confirmed that he agreed and understood that this settlement was also binding upon the female landlord named in these applications and that he had permission to make this agreement on her behalf as an agent.

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(s) **only** if the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on January 2, 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 5:00 p.m. on January 2, 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.

The landlords' 10 Day Notice, dated November 20, 2017 and 1 Month Notice, dated September 30, 2017, are both cancelled and of no force or effect.

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 tenant's favour in the amount of \$854.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$854.00 as per conditions #2 and #4 of the above agreement. The landlord(s) must be served with a copy of this Order. Should the landlord(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 tenant's security deposit of \$300.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

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: December 27, 2017

Residential Tenancy Branch