



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, FF

Introduction

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

- cancellation of the landlord's two 10 Day Notices to End Tenancy for Unpaid or Utilities, dated November 28, 2017 and December 15, 2017 ("two 10 Day Notices"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated December 11, 2017 ("1 Month Notice") pursuant to section 47; and
- authorization to recover the filing fee for his application, pursuant to section 72.

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. This hearing lasted approximately 46 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

The tenant stated that he received the landlord's written evidence package late on January 11 and 12, 2018, but I notified him that the landlord's evidence was not late as it was received by the tenant more than seven days prior to this hearing, as required by Rule 3.15 of the Residential Tenancy Branch *Rules of Procedure*.

Settlement Terms

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 1:00 p.m. on April 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenant is entitled to vacate the rental unit earlier than 1:00 p.m. on April 2018, by paying pro-rated rent until the vacate date, provided that the tenant first gives written notice to the landlord;
3. The landlord agreed that all of his notices to end tenancy issued to the tenant to date, are cancelled and of no force or effect;
4. The landlord agreed that the tenant's rent is paid in full until January 31, 2018, which includes all renovations services performed by the tenant at the rental unit in lieu of rent;
5. The tenant agreed to finish work at the rental unit for the landlord by April 30, 2018, for the following items:
 - a. six drawer faces missing;
 - b. two doors not hung;
 - c. four transitions between the bedrooms and bathroom;
 - d. one front door trim;
 - e. the backsplash, for which the landlord will supply the tile to the tenant;
6. The landlord agreed that the tenant is not responsible for the drawer under the sink that is not working due to water swelling;
7. The tenant agreed to bear the cost of \$50.00, which represents half the filing fee paid for this application;
8. The landlord agreed to reimburse the tenant the cost of \$50.00, which represents half the filing fee paid for this application, by way of reducing the tenant's rent by \$50.00 for February 2018, as noted in condition 9(a) below;
9. Both parties agreed that the tenant is required to pay monthly rent to the landlord for the remainder of this tenancy, according to the following terms:
 - a. \$1,150.00 on February 1, 2018;
 - b. \$1,200.00 on March 1, 2018;
 - c. \$1,200.00 on April 1, 2018;
10. Both parties agreed that the tenant's security deposit of \$600.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
11. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application 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.

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 1:00 p.m. on April 30, 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 1:00 p.m. on April 30, 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.

All notices to end tenancy issued to the tenant to date, are cancelled and of no force or effect.

I order the tenant to perform work for the landlord at the rental unit by April 30, 2018, as noted in the above conditions #5(a) to (e) inclusive.

The tenant's security deposit of \$600.00 is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The tenant must bear the cost of \$50.00, which represents half the filing fee paid for his application.

I order the tenant to reduce his February 2018 rent due to the landlord for this tenancy, by \$50.00, which represents the landlord's reimbursement to the tenant for half the 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: January 22, 2018

Residential Tenancy Branch