



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes: CNL, ERP, RR, FFT

## Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel a 2 month Notice to End Tenancy dated November 25, 2017 and setting the end of tenancy for January 31, 2018.
- b. An order for emergency repairs
- c. A monetary order in the sum of \$1244.
- d. An order to recover the cost of the filing fee.

The tenants have filed another Application for Dispute Resolution that is set for hearing on April 23, 2018 which is seeking an order to cancel a one month Notice to End Tenancy dated June 28, 2018 along with other claims.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. The parties used the hearing time to work out a settlement. After the settlement was reached I read out the terms of the settlement and both parties confirmed their agreement.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on November 27, 2017. I find that the one month Notice to End Tenancy was personally served on the landlord on January 28, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on December 13, 2017. With respect to each of the applicant's claims I find as follows:

## Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the 2 month Notice to End Tenancy dated November 25, 2017?
- b. Whether the tenants are entitled to an order for emergency repairs?
- c. Whether the tenants are entitled to a monetary order and if so how much?
- d. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on January 1, 2015. The present rent is \$1244.40 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$575 at the start of the tenancy.

Grounds for Termination:

The two months Notice to End Tenancy identifies the following grounds:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse

Settlement:

After a lengthy settlement discussion the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- 1) The parties mutually agree to end the tenancy on June 30, 2018.
- 2) The parties request the arbitrator issue an Order of Possession for June 30, 2018.
- 3) The landlords withdraw the 2 month Notice to End Tenancy dated November 25, 2017 and the Tenants acknowledge they have no claims for compensation under section 51 of the Residential Tenancy Act.
- 4) The landlords withdraw the one month Notice to End Tenancy dated January 28, 2018 on a without prejudice basis and the Tenants shall cancel their Application for Dispute Resolution that is set for hearing on April 23, 2018 and shall confirm in writing to the landlord that the hearing has been cancelled.
- 5) The landlord shall pay to the Tenants compensation for their monetary claims in the sum of \$1244 (one month rent) the day after the tenancy ends on the condition that the tenants fully cooperate with the landlord as set out in item "7" below. If there is a dispute as to whether the tenants have fully cooperated the tenants have the right to file an Application for Dispute Resolution claiming this amount or part thereof. In consideration of the above the tenants release and discharge the landlord for all claims for compensation to the date of this hearing.
- 6) The landlord shall follow the notice requirements set out in section 29 of the Residential Tenancy Act which is set out the end of this decision.
- 7) The tenants agree to the following conditions:
  - a. The tenants shall be keep the peace and be of good behaviour in dealings with the landlords.

- b. The tenants shall fully cooperate with the landlord and the landlord's real estate agent in the showing of the property to prospective purchaser including:
  - i. Allowing the landlord and his agent to take photos of the exterior of the rental property
  - ii. Allowing the landlord and his agent to take photos of the interior of the rental property provided the tenant must consent to the use of any interior photo in any listing or advertisement..
  - iii. The tenants shall put all of her dogs in a kennel when there is a showing of the rental property and use her best efforts to keep the dogs quiet.
- c. The tenants shall cooperate with the landlord and give access to the landlord and his contractors to make repairs and maintain the property.
- d. The tenants agree to keep their horse(s) out of the yard immediately in front of the house.
- e. The tenants shall remove the barn by the end of the tenancy.
- f. The tenants shall provide proof to the landlord they have Horse Counsel insurance
- g. The tenant shall not operate her massage business

Order for Possession:

As a result of the settlement I granted an Order of Possession effective June 30, 2018. All other claims in the Application for Dispute Resolution are dismissed.

The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

**This decision is final and binding on the parties.**

As a courtesy to the parties I have pasted section 29 of the Act which relates to the requirement of giving notice:

**Landlord's right to enter rental unit restricted**

- 29** (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
  - (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
    - (i) the purpose for entering, which must be reasonable;
    - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
  - (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
  - (d) the landlord has an order of the director authorizing the entry;
  - (e) the tenant has abandoned the rental unit;
  - (f) an emergency exists and the entry is necessary to protect life or property.
- (2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

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: February 16, 2018

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Residential Tenancy Branch