



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNR, OLC, ERP, RP, RR

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated December 24, 2017 ("2 Month Notice"), pursuant to section 49;
- a monetary order for compensation for the cost of emergency repairs, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to make emergency and regular repairs to the rental unit, pursuant to section 33;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

"Tenant ML" and "tenant NL" did not attend this hearing, which lasted approximately 67 minutes. The landlord, the landlord's agent and tenant KH ("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 tenant confirmed that tenant ML and tenant NL were her children and she had permission to speak on their behalf as an agent at this hearing (collectively "tenants").

The landlord confirmed receipt of the tenants' 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 tenants' application and all three tenants were duly served with the landlord's written evidence package.

Preliminary Issue – Severing a Portion of the Tenants' Application

Rule 2.3 of the RTB *Rules of Procedure* states that claims made in an application must be related to each other and that an Arbitrator has discretion to dismiss unrelated claims with or without leave to reapply.

The tenants applied for six different claims in this application. I advised both parties at the outset of the hearing that the central and most important issue for this hearing was whether this tenancy would continue or end pursuant to the landlord's 2 Month Notice. I advised both parties that if there was enough time to hear the remainder of the tenants' application, I would hear it.

After 67 minutes of settlement negotiations between the parties, I ended the hearing after the parties were able to settle the end of tenancy issue as well as a rent issue. The parties said that they did not wish to settle the remaining five claims in the tenants' application. There was no additional time for the parties to provide substantive submissions regarding the remainder of the tenants' application. Both parties stated that the remaining issues were heavily in dispute and they had provided voluminous documents to support their positions.

I informed the tenant that she would be required to file a new application for dispute resolution if she wanted to pursue the remaining five claims against the landlord. She confirmed her understanding of same during the hearing. Both parties had an opportunity to ask questions regarding the above information and both parties confirmed that they understood the above information.

I notified both parties that the tenants' remaining claims for a monetary order for compensation for the cost of emergency repairs, an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement, an order requiring the landlord to make emergency and regular repairs to the rental unit, and an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, were dismissed with leave to reapply.

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 a portion of their dispute.

Both parties agreed to the following final and binding settlement of a portion of their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 15, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated December 24, 2017;
2. The landlord agreed that the tenants are entitled to vacate the rental unit earlier than 1:00 p.m. on July 15, 2018, provided that at least 15 days written notice is given to the landlord first;
3. The landlord agreed that the tenants are entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice according to the following term:
 - a. The tenants are not required to pay any rent to the landlord from June 15 to July 15, 2018;
4. Both parties agreed that the tenants will pay pro-rated rent of \$850.00 to the landlord, which the landlord agreed to accept for the rent period from June 1 to June 14, 2018;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of a portion of the tenants' application made at this hearing.

The above terms comprises the full and final settlement of a portion 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 and binding and enforceable, which settles a portion of this dispute.

I reconfirmed with the tenant a number of times during the hearing that she wanted to settle the above portion of her application and she repeatedly affirmed, under oath, that she wanted to do so.

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 tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 15, 2018. The tenants must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 15, 2018. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenants' application for a monetary order for compensation for the cost of emergency repairs, an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, an order requiring the landlord to make emergency and regular repairs to the rental unit, and an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, is dismissed with leave to reapply.

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: March 08, 2018

Residential Tenancy Branch