



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTIVE PASS AUTO & MARINE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL ERP RP RR MNDCT FFT

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use ("2 Month Notice") pursuant to section 49;
- a monetary order for compensation for damage or loss (including repairs) under the Act, regulation or tenancy agreement pursuant to section 67;
- an order that the landlord make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing. (2 representatives for the landlord and the tenant). Both parties were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenant also confirmed receipt of the landlord's 2 Month Notice on February 12, 2018 and the landlord confirmed receipt of the tenant's Application for Dispute Resolution package. Both parties confirmed receipt of the other's evidentiary submissions for this hearing.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This residential tenancy began 6 years ago without a written residential tenancy agreement. While the parties dispute some of the terms of the tenancy, they agree that a rental amount of \$700.00 (utilities inclusive) was set and that the tenant did not pay a security deposit at the outset of the tenancy. After a variety of issues with the physical property arose for the landlord and medical issues arose for the tenant, the parties had increasing disagreements with respect to the tenancy.

On February 12, 2018, the landlord issued a 2 Month Notice to End Tenancy to the tenant. The tenant originally filed to dispute this notice to end tenancy and to seek compensation from the landlord for repairs and services not provided during the tenancy. After a lengthy discussion of all of the issues, the parties reached a settlement agreement with an end of tenancy date (August 15, 2018) and a monetary amount (\$945.00) payable to the tenant. Further to the agreement, as the tenant will vacate the unit after the issuance of a 2 Month Notice, the tenant will not pay rent in August 2018.

Analysis: Settlement Agreement

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 or an order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The parties agree that the tenant will not be required to pay monthly rent in August 2018 (for the month of August 2018).
2. The tenant agreed to vacate the rental unit on or before August 15, 2018 at four in the afternoon.
3. The landlord agreed to pay the tenant \$945.00 on August 25, 2018 by four thirty in the afternoon.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the tenant's original application for both a monetary amount and to cancel the notice to end tenancy, the settlement agreement was carefully reviewed with the tenant and the landlord. The tenant confirmed that he agreed to the terms of the settlement and agreed that the terms of the settlement addressed all of his application. In coming to the final agreement at the end of the hearing, both parties confirmed that

this agreement was made on a voluntary basis and that both parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached between the parties, I make an order that the tenant is excused from paying the \$700.00 monthly rent to the landlord for the month of August 2018 only (in accordance with the agreement reached during the hearing). All other rental payments (for the months of June 2018 and July 2018) are owed by the tenant to the landlord.

To give effect to the settlement reached between the parties, the landlord is provided with a formal copy of an Order of Possession effective August 15, 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.

To give further effect to the settlement reached between the parties, I issue a monetary order to the tenant in the amount of \$945.00. The tenant must have vacated the rental unit in order to be entitled to this monetary order. The tenant is provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord 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: May 14, 2018

Residential Tenancy Branch