



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding UNIQUE REAL ESTATE ACCOMMODATIONS, INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPL, MND; CNL, MNDC, OLC, ERP, RP, PSF, RR, FF

### Introduction

This hearing was originally scheduled to deal 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 April 6, 2018 ("1 Month Notice"), pursuant to section 49;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *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 requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenants 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 this application, pursuant to section 72.

This hearing also dealt with the landlord's application pursuant to the *Act* for:

- an order of possession for landlord's use of property, pursuant to section 55; and
- a monetary order for damage to the rental unit, pursuant to section 67.

"Tenant SB" did not attend this hearing, which lasted approximately 98 minutes. Tenant KB ("tenant") and the landlord's agent ("landlord") 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 landlord confirmed that he was the property manager for the landlord company named in this application, that is the property management company acting on behalf of the landlord owners of the rental unit. The tenant confirmed that she

had permission to speak on behalf of tenant SB, her husband, as an agent at this hearing. The landlord confirmed that he had authority to speak on behalf of the landlord company and the landlord owners of the rental unit as an agent at this hearing.

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

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlord's application on June 27, 2018 at 9:30 a.m. The file number for that application appears on the front page of this decision. The tenant confirmed that she received the landlord's application and evidence for that matter, except she did not receive the notice of hearing with the above date and time of the hearing. The tenant affirmed under oath that she wanted to settle the landlord's application at this hearing, despite not having received the landlord's notice of hearing. Both parties agreed to settle the landlord's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement. I proceeded with the hearing and below settlement on the basis of both parties' affirmed consent.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the name of the landlord company. Both parties consented to this amendment during the hearing.

### 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 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 1:00 p.m. on July 31, 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 April 6, 2018;

- b. Both parties agreed that the tenants may vacate the rental unit earlier than 1:00 p.m. on July 31, 2018, provided that they first give the landlord at least ten day's written notice as per section 50 of the *Act*;
2. 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 on the following term:
  - a. The tenants are not required to pay any rent to the landlord from June 1 to 30, 2018;
3. The landlord agreed to contact the hydro company and the City inspector on a daily basis in order to ensure that the hydro is reconnected at the rental unit by May 31, 2018;
  - a. Both parties agreed that if the landlord does not ensure that the hydro is reconnected at the rental unit by May 31, 2018, the tenants are entitled to deduct \$1,500.00 from their monthly rent, beginning on the first day of the following month, until it is reconnected;
4. The landlord agreed to ensure that mold remediation is completed by a licensed professional in the recreational room and the laundry room in the basement of the rental unit by May 31, 2018;
  - a. Both parties agreed that if the landlord does not ensure that mold remediation is completed at the rental unit by May 31, 2018, the tenants are entitled to deduct \$900.00 from their monthly rent, beginning on the first day of the following month, until it is completed;
5. The landlord agreed not to pursue any monetary claims against the tenants for the following issues which have occurred at the rental unit prior to this hearing date of May 14, 2018:
  - a. additional mold abatement;
  - b. moisture under the laundry room flooring and behind the drywall and cabinets;
  - c. mold in the bathroom ceiling, the basement and the laundry room;
  - d. the leak in the laundry room;
  - e. the water leak in the recreational room and the electric fuse box;
  - f. the sump pump in the basement;
6. The landlord agreed to reimburse the tenants two months' rent of \$7,600.00 by May 31, 2018;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for their application;
8. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application;

9. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application scheduled for a future hearing at 9:30 a.m. on June 27, 2018, arising out of this tenancy, the file number of which appears on the front page of this decision;
  - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
  - b. The landlord agreed to bear the cost of the \$100.00 filing fee paid for that application.

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 tenant was provided with additional time during the hearing in order to ask questions to me and the landlord, which we both answered, and to decide whether to settle these claims and what terms to include in the settlement. The tenant affirmed repeatedly, under oath, that she had permission to make this settlement agreement on behalf of tenant SB and that she wanted to settle both applications of her own free will.

### 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 31, 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 31, 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$7,600.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to pay the tenants \$7,600.00 as per condition #6 of the above agreement. The landlord must be served with a copy of this Order. 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.

I order the landlord to comply with conditions #3 and #4 of the settlement above. If the landlord does not complete the above conditions within the above timelines, I order the tenants to deduct the amounts as indicated above from their monthly rent, beginning on the first day of the following month, until the conditions are completed. If the parties disagree as to whether the mold remediation has been sufficiently completed in condition #4 above, both parties have leave to reapply at the Residential Tenancy Branch for determination.

Both parties must bear the cost of the \$100.00 filing fees paid for their applications.

The landlord's application, scheduled for a future hearing on June 27, 2018 at 9:30 a.m., is settled by way of this agreement and neither party is required to attend the future hearing.

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

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Residential Tenancy Branch