



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE JOINT ARTISAN WORKSHOP LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL MNDCT OLC PSF RP RR FFT

### Introduction

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

- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice) pursuant to section 49 of the *Act*;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67 of the *Act*;
- an order for the landlord to comply with the *Act*, regulation and/or tenancy agreement pursuant to section 62 of the *Act*;
- an order that the landlord provide services or facilities required by the tenancy agreement or the *Act* pursuant to section 62 of the *Act*;
- an order for regular repairs pursuant to section 62 of the *Act*;
- an order to reduce the rent for repairs, services or facilities agreed upon by not provided pursuant to section 65 of the *Act*; and
- recovery of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenants' Notice of Dispute Resolution Proceeding package and evidentiary materials, and the tenants confirmed receipt of the landlord's evidentiary materials. Therefore, I find that the documents for this hearing were served in accordance with sections 71 and 89 of the *Act*.

Preliminary Issue – Amendments to the Tenants' Application for Dispute Resolution

At the outset of the hearing, the tenants confirmed that only tenants A.F. and D.B. were the named tenants on the tenancy agreement. The other tenants named on the tenants' application were their children. As well, the tenants confirmed that the tenancy had ended on July 1, 2018 as they moved to another residence. This was confirmed by the landlord. With the agreement of both parties, and pursuant to my authority under section 64(3)(c) of the Act, I amended the tenants' application to remove the tenants' children as named parties to the application and to dismiss without leave to reapply the tenants' claim pertaining to cancellation of the landlord's Two Month Notice as this was now a moot issue.

Analysis

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. 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. The landlord will reimburse the tenants for one month's rent of \$2,005.00 as compensation for the issuance of the Two Month Notice, and will provide a payment of \$3,500.00 as a settlement agreement, for a total payment in the amount of \$5,505.00 in the form of a cheque made payable to the tenants.
2. By 5:00 p.m. on July 25, 2018, the landlord will deliver the above-noted cheque to the tenants forwarding address, noted on the cover sheet of this decision.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenants' application and all issues currently under dispute at this time, and that they agreed free of any duress or coercion.
4. The tenants' application for dispute resolution in its entirety is cancelled, and both parties agreed that no further claims will be made by the tenants or the landlord whatsoever arising from this tenancy.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the Act, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenants the attached Monetary Order in the amount of \$5,505.00 to be served on the landlord by the tenants **only** if the landlord fails to pay the tenants the full amount of \$5,505.00 by 5:00 p.m. on July 25, 2018.

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. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

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: July 24, 2018

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Residential Tenancy Branch