



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the Landlord: OPRM, FFL
 For the Tenants: CNR, ERP, FFT

Introduction

This hearing dealt with cross applications for dispute resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The landlord’s application for dispute resolution was made on May 23, 2018, and the landlord applied for the following relief pursuant to the Act:

1. an order of possession for unpaid rent;
2. a monetary order for unpaid rent; and,
3. a monetary order for recovery of the filing fee.

The tenants’ application for dispute resolution was made on June 11, 2018, and the tenants applied for the following relief, pursuant to the Act:

1. an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent;
2. an order for emergency repairs; and,
3. a monetary order for recovery of the filing fee.

The tenant (H.P.) and two agents for the landlord attended the hearing before me and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. No issues with respect to service of documents were raised by the parties.

Preliminary Issue – Tenants’ Claim for an Order for Emergency Repairs

At the outset of the hearing, I explained to the tenant that his claim for emergency repairs appeared to be unrelated to the primary and most important issue of this dispute, namely, will this tenancy continue? He agreed.

I further explained that I had the authority under Rule 2.3 of the *Rules of Procedure*, under the Act, to dismiss with leave his unrelated claim for emergency repairs, and that I was so doing. However, I did explain that this would not bar him from bringing a new application for emergency repairs should the need arise. As such, I dismiss that aspect of the tenants' claim with leave to reapply.

Settlement Agreement

After the landlord's agents and the tenant testified, I asked the parties several questions about their intentions involving their applications and the dispute. I offered the parties an opportunity for settlement. The parties were informed that while there was no obligation to resolve their dispute through settlement, I could assist the parties in reaching an agreement if they were desirous of such an approach. The parties, who were amicable and appeared to have a good relationship, despite the dispute, agreed to settle.

Section 63 of the Act permits me to assist parties or offer the parties an opportunity to settle their dispute. If the parties settle their dispute during the hearing, I record the settlement in the form of a decision or an order.

The parties agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on September 30, 2018, at 11:59 PM.
2. The parties agree that the landlord is entitled to an order of possession effective October 1, 2018, at 12:00 AM.
3. The parties agree that the tenants will pay rent up to and including the month of September 2018.
4. That the rights and obligations of the parties continue for the duration of the tenancy, and, after the tenancy where applicable.

The parties confirmed that this settlement agreement was made voluntarily.

As the outcome was achieved through negotiation and mutual settlement, I decline to award recovery of the filing fee sought by both parties.

Conclusion

I order the parties to comply with the terms of the settlement agreement as set out above.

In support of this settlement agreement, I grant the landlord an order of possession effective at 11:59 PM on September 30, 2018. The order must be served on the tenants no later than September 28, 2018, but preferably as soon as practicable.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 27, 2018

Residential Tenancy Branch