



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, ERP, RP, PSF, LRE, LAT, RR, FFT

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated August 28, 2018 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to complete regular and emergency 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 restricting the landlord's right to enter the rental unit, pursuant to section 70;
- authorization to change the locks to the rental unit, pursuant to section 70;
- 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.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 37 minutes.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlord's written evidence package except for one quote. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and the tenants were duly served with the landlord's written evidence package except for one quote. As both

parties settled this matter, I do not find it necessary to record findings of the landlord's one quote.

The tenants were in receipt of the landlord's 1 Month Notice. The notice has an effective move-out date of September 30, 2018. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice.

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 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 this tenancy will end by 1:00 p.m. on October 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 1 Month Notice, dated August 28, 2018, was cancelled and of no force or effect;
3. The tenants agreed that no emergency repairs were required in the rental unit before they vacate on October 31, 2018;
4. The landlord agreed that no rent was required from the tenants for the period from October 20 to 31, 2018;
5. The landlord agreed to pay the tenants \$400.00 total by October 22, 2018 by way of e-transfer or cheque, which includes \$100.00 for the filing fee for this application and \$300.00 for a loss of use of the rental unit due to mold during this tenancy;
6. The tenants agreed that this settlement settles their claim for the loss of use of the rental unit due to mold during this tenancy and they would not pursue or file any future claims or applications at the Residential Tenancy Branch with respect to this claim;
7. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any

duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

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 tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2018. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2018. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated August 28, 2018, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$400.00. 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 \$400.00 as per condition #5 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.

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: October 19, 2018

Residential Tenancy Branch