



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0916516 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, ERP, RP;    CNL, MNDCT, ERP, RP

### Introduction

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 2, 2018 ("10 Day Notice"), pursuant to section 46; and
- an order requiring the landlords to make emergency and regular repairs to the rental unit, pursuant to section 33;

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

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property, dated October 31, 2018 ("2 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 landlords to make emergency and regular repairs to the rental unit, pursuant to section 33.

The individual landlord ("landlord"), the landlords' agent and the tenant 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 63 minutes.

The landlord confirmed that he was the director and sole shareholder for the landlord company named in this application and that he had permission to speak on its behalf. The landlord confirmed that the landlords' agent was an employee of the landlord company and that she also had permission to speak on his and the landlord company's behalf (collectively "landlords").

The hearing began at 9:30 a.m. with only me and the tenant present. The landlord and the landlords' agent called in late at 9:34 a.m. I informed the landlord and the landlords' agent what occurred in their absence. The landlord was calling from overseas and was on a speakerphone with the landlords' agent who was also on a speakerphone with me so that all parties could hear each other. The landlords' agent assisted in communicating messages from the landlord where it was not possible to hear him clearly. The hearing ended at 10:33 a.m.

The landlord confirmed receipt of the tenant's two applications for dispute resolution hearing packages and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's two applications and the tenant was duly served with the landlords' written evidence package.

### 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 February 1, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlords' 2 Month Notice, dated October 31, 2018;
3. The landlords agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlords' 2 Month Notice on the following term:
  - a. The tenant was not required to pay any rent to the landlords from December 1 to 31, 2018, which has already been enforced by the parties;
4. The landlords agreed that the tenant is not required to pay any rent to the landlords from September 1 to 30, 2018, which has already been enforced by the parties, for a loss of quiet enjoyment and the electricity issues during this tenancy;

5. The tenant agreed to pay rent of \$650.00 to the landlords by January 1, 2019, for January 2019 rent;
6. The landlords agreed that their 10 Day Notice, dated November 2, 2018, was cancelled and of no force or effect;
7. The landlords agreed, at their own cost, to have a certified, licensed professional inspect and fix if recommended by the professional, the heat at the rental unit, so that it is in proper working order, by December 21, 2018;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of both of his applications at this hearing.

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.

### 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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 1, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 1, 2019. 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.

I order the tenant to pay \$650.00 in rent to the landlords by January 1, 2019.

I notified the landlords that they would be required to file a new application to recover future unpaid rent of \$650.00 for January 2019 from the tenant, if necessary, as this amount was not yet due at the time of this settlement.

The landlords' 10 Day Notice, dated November 2, 2018, is cancelled and of no force or effect.

I order that the tenant is not required to pay any rent to the landlords for September and December 2018, which has already been enforced by the parties.

I order the landlords, at their own cost, to have a certified, licensed professional inspect and fix if recommended by the professional, the heat at the rental unit, so that it is in proper working order, by December 21, 2018.

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: December 14, 2018

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Residential Tenancy Branch