



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUYNH HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, ERP, FFT, RR (Tenant)
 FFL, OPRM-DR (Landlord)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenant filed his application January 11, 2019 (the “Tenant’s Application”). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause;
- For emergency repairs;
- To reduce rent for repairs, services or facilities agreed upon but not provided; and
- For reimbursement for the filing fee.

The Landlord filed the application January 17, 2019 (the “Landlord’s Application”). The Landlord applied for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 03, 2019. The Landlord also sought to recover unpaid rent and reimbursement for the filing fee.

The Landlord and Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The parties listed different landlords on the Applications. Further, a different landlord is named on the tenancy agreement. The Landlord advised that the company listed on the Landlord’s Application owns the rental unit. The Landlord advised that the landlord named on the tenancy agreement is his father who has passed away. In the circumstances, I have included both Landlords in the style of cause as both meet the definition of “landlord” in the *Residential Tenancy Act* (the “Act”).

Pursuant to rule 2.3 in the Rules of Procedure, I told the Tenant at the outset that I would not consider the request for emergency repairs or to reduce rent for repairs, services or facilities agreed upon but not provided as these issues were not sufficiently related to the main issues before me being the Tenant's dispute of the One Month Notice to End Tenancy for Cause and Landlord's request for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The requests for emergency repairs and to reduce rent for repairs, services or facilities agreed upon but not provided are dismissed with leave to re-apply. This does not extend any time limits set out in the *Act*.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose in this regard.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute.

I explained the settlement option to the parties. I told the parties settlement discussions are voluntary. Both parties agreed to resolve the issues raised through a settlement agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Landlord withdraws the Landlord's Application in its entirety.
2. The Landlord withdraws the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 03, 2019.
3. The letter dated January 02, 2019 issued to the Tenant regarding "Notice to End Tenancy" is not a valid notice to end tenancy.

4. The tenancy will continue until ended in accordance with the *Act*.
5. The Landlord agrees to the Tenant deducting \$100.00 from one future rent payment as reimbursement for the filing fee for the Tenant's Application.
6. The written tenancy agreement between the parties does not include a vacate clause. On page 2 of 6 of the tenancy agreement, under section 2 "Beginning and Term of the Agreement" subsection (D) is checked and not subsection (E). The agreed upon term therefore states that "At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term".
7. The Tenant has paid a \$1,200.00 pet deposit in addition to the security deposit paid.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues raised in the Tenant's Application and Landlord's Application other than the issues dismissed with leave to re-apply above.

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: February 22, 2019

Residential Tenancy Branch