



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 732 MOODY PARK RENTALS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNL- 4M FFT**

Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a Four Month Notice to End Tenancy for Landlord's Use of Property ("Four Month Notice") pursuant to section 49;
- Reimbursement of the filing fee pursuant to section 72.

The advocate JD appeared for the tenant SC, the tenants KD & MD, and the tenant SY (referred to individually herein by initials and together as "the tenants"). The lawyer MD and agent DC appeared for the landlord ("the landlord").

All parties acknowledged receipt of all documents and evidence from each other party. I find all parties served in accordance with the *Act*.

Preliminary Issue

The parties informed the arbitrator that the claims by the tenants JFC and ARMM, the tenant JEP, the tenant RCM, and the tenants EMD and KMMK were settled and the applications cancelled. I refer to these claims with corresponding file numbers on the cover page of this decision.

The above-mentioned parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 55 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

PART A

The following section addresses the settlement regarding tenant SC, referred to as “the tenant”, and regarding her unit referred to as “the unit”:

1. The tenant agrees to deliver up vacant possession of the unit to the landlord on or before 1:00 PM on April 30, 2019 in order that the landlord may carry out renovations expected by the landlord to take one year;
2. The landlord will provide a replacement unit to the tenant at the location as agreed in correspondence between them at the same rent and upon the same terms as the rental of the unit;
3. The landlord agrees the tenant will receive one month’s rent for April 2019 as compensation;
4. The landlord will notify the tenant at least 60 days before the expected completion date of the renovations to the unit at which time the tenant will move back in to the unit;
5. At the time of moving back in, the landlord agrees the tenant will receive one month’s rent as compensation;
6. When the tenant moves back in to the unit, the rent for the unit will be \$1,200.00 a month payable on the first of the month;
7. The landlord will immediately pay the tenant \$50.00 as reimbursement of the filing fee;
8. Except as modified herein, all terms of the tenancy agreement between the parties remain in effect until ended in accordance with the agreement, the *Act* and the regulations.

PART B

The following section addresses the settlement regarding tenant KY, referred to as “the tenant”, and regarding her unit referred to as “the unit”:

1. The tenant agrees to deliver up vacant possession of the unit to the landlord on or before 1:00 PM on April 30, 2019 in order that the landlord may carry out renovations expected by the landlord to take one year;
2. The landlord will provide a replacement unit to the tenant at the location as agreed in correspondence between them at the same rent and upon the same terms as the rental of the unit, rental to include one parking stall;
3. The landlord and tenant, through the landlord’s lawyer and the tenant’s advocate, will immediately jointly select a home inspector to conduct an inspection of the replacement unit; they will instruct the inspector to prepare a report for the advocate and counsel listing outstanding repair or maintenance issues which shall exclude cosmetic matters and recommendations for upgrading;
4. The landlord will fix and address any outstanding repair or maintenance issues identified in the home inspector’s report by the end of April 2019;
5. The landlord will immediately post an amount equal to 6 months’ rent for the unit as security, to be posted with the landlord’s lawyer as security for the landlord’s obligation to fix and address any outstanding repair or maintenance issues identified in the report by the end of April 2019, on trust conditions that the lawyer will not release the funds except in accordance with this settlement agreement;
6. The advocate and landlord’s lawyer will request that the home inspector inspect the replacement unit in the last week of April 2019 and will identify what issues, if any, remain outstanding that were identified in the above-mentioned report; if any issues remain outstanding, then the tenant may cause the outstanding work to be completed, present the costs to the lawyer proving the costs were paid, and the lawyer will release the funds;
7. The landlord agrees the tenant will receive \$5,000.00 as compensation payable on May 1, 2019;
8. The landlord will immediately pay the tenant \$50.00 as reimbursement of the filing fee;
9. Except as modified herein, all terms of the tenancy agreement between the parties remain in effect until ended in accordance with the agreement, the *Act* and the regulations.

PART C

The following section addresses the settlement regarding tenants KD and MD referred to as “the tenant”, and regarding their unit referred to as “the unit”:

1. The tenant agrees to deliver up vacant possession of the unit to the landlord on or before 1:00 PM on April 30, 2019 in order that the landlord may carry out renovations expected by the landlord to take one year;
2. The landlord will provide a replacement unit to the tenant at the location as agreed in correspondence between them at the same rent and upon the same terms as the rental of the unit;
3. The landlord and tenant, through the landlord’s lawyer and the tenant’s advocate, will immediately jointly select a home inspector to conduct an inspection of the replacement unit; they will instruct the inspector to prepare a report for the advocate and counsel listing outstanding repair or maintenance issues which shall exclude cosmetic matters and recommendations for upgrading;
4. The landlord will fix and address any outstanding repair or maintenance issues identified in the home inspector’s report by the end of April 2019;
5. The landlord will immediately post an amount equal to 6 months’ rent for the unit as security, to be posted with the landlord’s lawyer as security for the landlord’s obligation to fix and address any outstanding repair or maintenance issues identified in the report by the end of April 2019, on trust conditions that the lawyer will not release the funds except in accordance with this settlement agreement;
6. The advocate and landlord’s lawyer will request that the home inspection inspector inspect the replacement unit in the last week of April 2019 and will identify what issues, if any, remain outstanding that were identified in the above-mentioned report; if any issues remain outstanding, then the tenants may cause the outstanding work to be completed, present the costs to the lawyer proving the costs were paid, and the lawyer will release the funds;
7. The landlord agrees the tenant will receive \$10,000.00 as compensation payable on May 1, 2019;
8. The landlord will immediately pay the tenant \$50.00 as reimbursement of the filing fee;
9. Except as modified herein, all terms of the tenancy agreement between the parties remain in effect until ended in accordance with the agreement, the *Act* and the regulations.

To give effect to the settlement reached between the parties, I issue to the landlord the attached orders of possession effective at 1:00 PM April 30, 2019 with respect to each

of the tenants' units to be served upon the tenants only if the tenants fail to deliver up vacant possession of their respective units pursuant to the terms of this agreement.

These terms comprise the full and final settlement of all aspects of these applications for both parties.

All parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

To give effect to the settlement reached by the parties, the landlord is granted an order of possession with respect to each of the units occupied by the tenant SC, the tenants KD and MD, and the tenant KY effective at 1:00 PM on April 30, 2019. The orders are only to be served upon the tenants in the event the tenants fail to follow the terms of the above settlement. If the tenants do not comply with the orders of possession, the orders may be filed in the Supreme Court of British Columbia 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: March 15, 2019

Residential Tenancy Branch