



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNR, RP, DRI, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent; to cancel a One Month Notice to End Tenancy for Cause; to dispute a rent increase; for an Order requiring the Landlord to make repairs; and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that the Application for Dispute Resolution and the Notice of Hearing were personally served to the Landlord sometime in March of 2019. The Landlord acknowledged receiving these documents.

The Tenant submitted evidence to the Residential Tenancy Branch in February and March of 2019. He stated that all of this evidence was mailed to the Landlord sometime prior to March 22, 2019. The Landlord's assistance stated that the Landlord did not receive these documents. As the Landlord does not acknowledge receipt of the evidence, it was not accepted as evidence for these proceedings.

The Landlord submitted evidence to the Residential Tenancy Branch in March of 2019. The Landlord's assistance stated that she and the Landlord personally served all of this evidence to the Tenant on March 29, 2019. The Tenant stated that the Tenants did not receive these documents. As the Tenant does not acknowledge receipt of the evidence, it was not accepted as evidence for these proceedings.

The parties were advised that the hearing would proceed and that I would determine whether it was necessary to adjourn the hearing to provide the parties with the

opportunity to re-serve their evidence to the other party. As the parties entered into a settlement agreement, I find it is not necessary to adjourn the hearing.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Preliminary Matter

At the outset of the hearing the Tenant asked if an interpreter could be appointed to assist him. He was advised that the Residential Tenancy Branch does not provide interpreters.

Although English is clearly not the Tenant's first language, he was able to communicate reasonably well during the hearing and he was able to answer questions directed to him, although they often had to be reframed before he was able to understand the question.

Issue(s) to be Decided:

Should a One Month Notice to End Tenancy for Cause be set aside?
Should a Ten Day Notice to End Tenancy for Unpaid Rent be set aside?
Is there a need to issue an Order requiring the Landlord to make repairs?
Has there been an improper rent increase?

Background and Evidence:

After considerable discussion the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on May 31, 2019;
- if the Tenant is able to vacate the rental unit by April 30, 2019, the tenancy will end on April 30, 2019;
- the Tenant will pay rent for April of 2019 by April 06, 2019;
- the Tenant will pay rent for May of 2019 by May 01, 2019 if he has not vacated the unit by May 01, 2019; and
- both parties will treat each other respectfully for the remainder of the tenancy.

The terms of this agreement were summarized for the parties on at least three occasions. On each occasion the Landlord and the Tenant indicated that they agreed

to resolve this dispute under these terms. I am satisfied that the Tenant clearly understood the terms of this agreement, in spite of the language barrier, as evidenced by the fact he participated in negotiating the terms.

The Landlord and the Tenant acknowledged that they understand they were not required to enter into this agreement and that they were entering into it voluntarily.

The Landlord stated that she understood the agreement was final and binding. The Tenant did not understand the term “final and binding” but he stated that he understood that he was required to comply with the terms of the agreement.

Analysis:

All issues in dispute have been settled, by mutual consent, in accordance with the aforementioned terms.

Conclusion:

On the basis of the aforementioned settlement agreement I grant the Landlord an Order of Possession that is effective on May 31, 2019 at 1:00 p.m. This Order may be served on the Tenants, filed with 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: April 05, 2019

Residential Tenancy Branch