



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      ERP LRE MNRT OLC RP RR

### **Introduction**

This hearing was reconvened from an adjourned hearing originally scheduled for May 3, 2019. I had allowed the landlords' adjournment application as the landlords were unable to attend the scheduled hearing due to an out of town wedding that was booked prior to the hearing date being set.

The adjournment decision dated May 3, 2019 noted the requirements for service of the hearing package and evidence. The landlords acknowledged receipt of all hearing documents, and were ready to proceed with this matter. The tenants also acknowledged receipt of the landlord's evidence for this hearing, and were ready to proceed.

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

- a monetary order for compensation for emergency repairs, money owed or losses under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlords to make repairs to the rental unit pursuant to section 33;
- an order to the landlords to make emergency repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlords' right to enter the rental unit pursuant to section 70; and
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

DM, counsel for the landlords, represented the landlords in this hearing. Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

### **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 or an order. 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 entered into a mutual agreement that this tenancy will end on July 31, 2019 at 4:00 p.m., by which time the tenants and any other occupants will have vacated the rental unit.
2. The landlords agreed to pay the tenants a lump sum payment in the amount of \$2,000.00 by way of bank draft upon the signing of a release of liability.
3. The landlords agreed that the July 2019 rent payment will be waived.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of this dispute, with the exception of the security deposit which will be dealt with at the end of this tenancy and in accordance with the *Act* and tenancy agreement

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified 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 discussed with them during the hearing, I issue an Order of Possession to the landlords, which is to take effect by 4:00 p.m. on July 31, 2019. The landlords are provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 \$2,000.00. The tenants are provided with this Order in the above terms and the landlords must be served with a copy of this Order as soon as possible in the event that the landlords do not abide by condition #2 of the above agreement. Should the landlords 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: June 19, 2019

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Residential Tenancy Branch