



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LEXINGTON ENTERPRISES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, LRE, RR, FFT

Introduction

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

- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant MZK" did not attend this hearing, which lasted approximately 25 minutes. The landlord's agent ("landlord") and tenant MZA ("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.

The landlord confirmed that he was the office manager for the landlord company named in this application and that he had permission to speak on its behalf as an agent. The tenant confirmed that she had permission to represent her daughter, tenant MZK, as an agent at this hearing (collectively "tenants").

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to remove the two individual landlord respondents, who the landlord claimed were not the owners or

landlords, and to add the landlord company as a landlord-respondent. The landlord consented to this amendment during the hearing. The landlord confirmed that the landlord company was the correct landlord-respondent for this claim and this tenancy.

The landlord explained that the tenants' application was received by the building manager and passed on to him. He confirmed that he wanted to proceed with this hearing, despite the landlord company not being properly named in the original application, and to settle this matter. The tenant consented to same.

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 10:00 p.m. on July 22, 2019, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenant agreed that the tenants would bear the cost of the \$1,000.00 monetary order rent reduction that they were seeking in this application and that the tenants will not initiate any future claims or applications against the landlord at the Residential Tenancy Branch, with respect to this claim;
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for the tenants' application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenants' application 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

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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 landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 10:00 p.m. on July 22, 2019. The tenants must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 10:00 p.m. on July 22, 2019. 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.

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: July 12, 2019

Residential Tenancy Branch