



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP, RR, FFT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 4, 2019 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33;
- a monetary 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.

The landlord's two agents, landlord CFC ("landlord") and "landlord HG," and the two tenants, male tenant ("tenant") and "female 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. This hearing lasted approximately 27 minutes.

The female tenant confirmed that the tenant had permission to speak on her behalf at this hearing (collectively "tenants"). The landlord confirmed that he was the owner of the landlord company named in this application and that he had permission to speak on its behalf and that landlord HG had permission to represent it at this hearing.

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.

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 continues until it is ended in accordance with the *Act*;
2. The landlord agreed that the landlord's 10 Day Notice, dated October 4, 2019, was cancelled and of no force or effect;
3. The tenants agreed to pay rent of \$1,350.00 to the landlord, which the landlord agreed to accept for all rent owed by the tenants from October 1 to 31, 2019, by way of a cheque to be picked up by landlord HG by 5:00 p.m. on November 8, 2019;
4. The tenants agreed that the landlord can cash their November 2019 rent cheque in the amount of \$1,400.00 and the landlord agreed to accept it for all rent owed by the tenants from November 1 to 30, 2019;
5. The landlord agreed, at its own cost, to repair or cover the hole under the bathroom sink and to repair the one glass shelf in the refrigerator or replace the refrigerator, in the rental unit, both by November 15, 2019;
6. The tenants agreed to bear \$50.00, which is half the cost of the \$100.00 filing fee paid for this application;
7. The landlord agreed to pay the tenant \$50.00, which is half the cost of the \$100.00 filing fee, by way of reducing the tenant's rent for October 2019, as noted above in condition #3;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties 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 and binding and enforceable, which settle all aspects of this dispute.

Conclusion

Both parties agreed that this tenancy continues until it is ended in accordance with the *Act*.

The landlord's 10 Day Notice, dated October 4, 2019, is cancelled and of no force or effect.

I order that the tenants are entitled to a rent reduction of \$50.00 for October 2019 rent and that they are only required to pay \$1,350.00 in rent to the landlord for that month, in full satisfaction of the landlord bearing half the cost of the filing fee.

The tenants must bear the cost of \$50.00, which is half the cost of the filing fee paid for this application.

I order the landlord, at its own cost, to repair or cover the hole under the bathroom sink and to repair the one glass shelf in the refrigerator or replace the refrigerator, in the rental unit, both by November 15, 2019.

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 landlord's favour in the amount of \$2,750.00 for October and November 2019 rent. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$2,750.00 as per conditions #3 and 4 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) 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: November 08, 2019

Residential Tenancy Branch