



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, RP, FFT

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated January 28, 2020 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to complete repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant SL" did not attend this hearing, which lasted approximately 56 minutes. The male landlord BHM ("landlord"), the "female landlord" BAM and tenant BAY ("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 had permission to represent the female landlord at this hearing (collectively "landlords"). The female landlord did not testify at this hearing. The tenant confirmed that she had permission to represent tenant SL at this hearing (collectively "tenants").

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

The landlord said that he did not receive the tenants' evidence package. The tenant said that she sent it to the landlords on March 15, 2020 and uploaded it to the RTB website online on March 18, 2020. As both parties settled this application, I do not find it necessary to record findings of service regarding the tenants' evidence package.

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 5:00 p.m. on July 31, 2020, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that the tenants are not required to pay any rent to the landlords from July 1 to 31, 2020;
3. The landlords agreed that their 1 Month Notice, dated January 28, 2020, is cancelled and of no force or effect;
4. The landlords agreed that the female landlord will email the tenant with a copy of the parties' written tenancy agreement by March 23, 2020;
 - a. The landlords agreed that the female landlord will keep a copy of the sent email to the tenant with the tenancy agreement attachment;
 - b. The tenant agreed to send a text message to the female landlord once she receives the tenancy agreement by email;
5. The landlords agreed, at their own cost, to inspect the furnace at the rental unit by 3:00 p.m. on March 23, 2020, and to have a certified, licensed professional repair the furnace if there is a problem;
 - a. The tenants agreed to provide access to the landlords and any repair professionals for the above inspections and repairs to occur;
6. The landlords agreed to remove the tarps from the front windows of the rental property by 3:00 p.m. on March 23, 2020, and to advise the upstairs tenants at the rental property about this order to ensure that there are no further tarps covering the front windows of the rental property for the remainder of this tenancy;
7. The tenants agreed to try to get an alternative mailbox location in order to safely receive their mail;
8. The tenants agreed to contact the landlords between 9:00 a.m. and 9:00 p.m. on any given day, unless there is an emergency;
9. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;

10. The tenants 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 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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 5:00 p.m. on July 31, 2020, to be used by the landlord(s) **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' 1 Month Notice, dated January 28, 2020, is cancelled and of no force or effect.

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

I order both parties to comply with all of the above settlement terms.

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 23, 2020

Residential Tenancy Branch