



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, RP, RR (Tenant)
 FFL, OPC (Landlord)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenant filed the application on January 07, 2020 (the “Tenant’s Application”). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated December 27, 2019 (the “Notice”);
- For an order that the Landlords comply with the Act, regulation and/or the tenancy agreement;
- For repairs to be made to the unit or property; and
- To reduce rent for repairs, services or facilities agreed upon but not provided.

The Tenant filed an amendment asking that all matters, other than the dispute of the Notice, be severed and dismissed with leave to re-apply.

The Landlords filed the application on January 29, 2020 (the “Landlords’ Application”). The Landlords sought an Order of Possession based on the Notice and reimbursement for the filing fee.

The Tenant appeared at the hearing with two Law Students and Legal Counsel. The Landlords appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The Tenant and Landlords provided affirmed testimony.

I told the parties at the hearing that I would hear them on the Notice and that the remaining matters raised in the Tenant's Application would be dismissed with leave to re-apply as requested in the amendment. I have dealt with the Tenant's dispute of the Notice and the Landlords' Application. The remaining matters raised in the Tenant's Application are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Act*.

The Landlords indicated they were going to call a witness at the hearing. The Tenant indicated he was going to call four witnesses at the hearing. I told the parties I would hear from the parties first and then the Landlords' witness as I understood the witness to be the subject matter of one of the issues outlined in the Notice. I told the Tenant, Law Students and Legal Counsel that I would want to hear about the relevance of the four witnesses when we got to that point. I did not hear from the witnesses during the hearing as the parties came to a settlement agreement as outlined below.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence and no issues arose.

A written tenancy agreement was submitted as evidence and the parties agrees it is accurate. The tenancy started March 01, 2019.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "*Act*") which allows an arbitrator to assist the parties to settle the dispute. I explained the settlement option to the parties. The parties agreed to discuss settlement.

During the settlement discussions, the Tenant asked to speak to the Law Students and Legal Counsel outside of the hearing. I allowed this and the Tenant, Legal Counsel and one of the Law Students exited the conference call to have a discussion.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed with the parties that all issues had been covered. I confirmed with the parties that they were agreeing to the settlement voluntarily and without pressure. I told the parties I would issue the Landlords an Order of Possession.

During the settlement discussions, the Tenant noted that he is opposed to the Landlords' grounds for the Notice but is willing to come to the agreement outlined below.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The Notice is cancelled.
2. The tenancy will end and the Tenant will vacate the rental unit no later than 6:00 p.m. on April 30, 2020.
3. The Landlords withdraw their request for reimbursement for the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

I note that all rights and obligations of the parties under the tenancy agreement will continue until the tenancy ends at 6:00 p.m. on April 30, 2020.

The Landlords are issued an Order of Possession for the rental unit which is effective at 6:00 p.m. on April 30, 2020. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlords must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: March 10, 2020

Residential Tenancy Branch