



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, OLC, MNDCT, PSF, RP, FFT; CNR, OLC, MNDCT, RR, PSF

### Introduction

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 14, 2020 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order for compensation of \$619.67 under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;
- an order requiring the landlords to complete repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for their application, pursuant to section 67.

This hearing also dealt with the tenants' second application pursuant to the *Act* for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 6, 2020 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- a monetary order for compensation of \$2,400.00 under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- an order to allow the tenants to reduce rent of \$1,200.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65.

“Landlord GD” did not attend this hearing, which lasted approximately 59 minutes. Landlord BS (“landlord”) and the two tenants (male and female) 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 is the property manager for the rental unit and that he had permission to represent landlord GD, who he said was holding the rental unit in trust for a syndicate (collectively “landlords”). The female tenant confirmed that she had permission to represent the male tenant at this hearing (collectively “tenants”).

The landlord confirmed receipt of the tenants’ two applications for dispute resolution hearing packages and the male tenant confirmed receipt of the landlords’ written evidence packages. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants’ two applications and the tenants were duly served with the landlords’ written evidence packages.

### 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. The tenants agreed to pay the landlords \$5,500.00, which the landlords agreed to accept towards all outstanding rent for the period from February 1 to April 30, 2020, according to the following payment plan:
  - a. \$2,500.00 by April 30, 2020;
  - b. \$500.00 on the 21<sup>st</sup> day of each month, beginning in May and ending in October 2020;
  - c. The tenants agreed to deposit the above rent payments into the landlords’ bank account and the landlords agreed to mail rent receipts to the tenants immediately upon receipt of the rent payments;
2. The tenants agreed to pay the landlords rent of \$2,000.00 per month on the first day of each month, from May to August 2020, which the landlords agreed to accept for rent for the period from May 1 to August 31, 2020;

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 31, 2020, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by conditions 1 AND 2 of the above settlement;
3. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, if the tenants do not abide by conditions 1 OR 2 of the above settlement;
4. The landlords agreed that the tenants are permitted to vacate the rental unit earlier than August 31, 2020, provided that they first give at least 30 days' written notice to the landlords, by email or mail;
5. The landlords agreed that the tenants are not required to pay for rent of \$345.00 for January 2020 to the landlords;
6. The tenants agreed to bear the costs of the \$100.00 filing fees paid for both applications;
7. The tenants agreed that this settlement agreement constitutes a final and binding resolution of both their applications.

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 fourteen (14) day Order of Possession to be used by the landlords **only** if the tenants do not abide by conditions 1 OR 2 of the above settlement. The landlords are provided with this Order in the above terms and the tenants must be served with this Order as soon as possible after they do not comply with the above agreement. 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 the event that the tenants abide by conditions 1 AND 2 of the above settlement, this tenancy continues only until 1:00 p.m. on August 31, 2020.

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 landlords' favour in the amount of \$5,500.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenants fail to pay the landlords \$5,500.00 as per condition 1 of the above agreement. The tenants must be served with a copy of this Order. Should the tenants 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.

I order that the tenants are only required to pay rent of \$2,000.00 per month to the landlords from May to August 2020.

As discussed with the parties during the hearing, if rent is unpaid between May and August 2020, the landlords may apply for a monetary order at the Residential Tenancy Branch, as these amounts were not yet due at the time of this hearing on April 30, 2020.

The tenants must bear the costs of the \$100.00 filing fees paid for both their applications.

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: April 30, 2020

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Residential Tenancy Branch