



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNC, OLC, RP, LRE, AAT, FFT

Introduction

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

- an order regarding a disputed additional rent increase, pursuant to section 43;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated January 22, 2020 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to perform 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 access to or from the rental unit for the tenants or the tenants' guests, pursuant to section 70; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the two tenants 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 65 minutes.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlord's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and the tenants were duly served with the landlord's evidence package.

Both parties confirmed that they were ready to proceed with the hearing and settle this application and they had no objections.

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 1:00 p.m. on May 31, 2020, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed that to pay April 2020 rent to the landlord as soon as possible, as they are applying for emergency rental assistance through the government, due to the COVID-19 crisis;
3. Both parties agreed to abide by quiet hours, where they will not make loud or excessive noises, between 10:00 p.m. and 7:00 a.m. every day of the week;
4. Both parties agreed to abide by section 29 of the *Act* and the current *Residential Tenancy (COVID-19) Order, MO 73/2020 (Emergency Program Act)*, regarding the landlord's entry into the tenants' rental unit;
5. The landlord agreed that the tenants are entitled to continue having a camera posted at the rental property for security purposes, which does not record footage;
6. The landlord agreed, at her own cost, to have someone repair the latch on the gate so it properly opens and closes at the rental property, by April 2, 2020;
7. The landlord agreed that she will not hinder or interfere with the tenants' ability and right to use the gate to go in and out of the rental property;
8. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
9. The tenants 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

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 1:00 p.m. on May 31, 2020, to be used by the landlord **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 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: April 02, 2020

Residential Tenancy Branch