



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRT, MNDCT, CNC, RP, RR, LRE, OLC, LAT

Introduction

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

- a monetary order for the cost of emergency repairs of \$700.00 and for compensation of \$500.00 for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated June 29, 2020 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlords to complete repairs to the rental unit, pursuant to section 33;
- an order allowing the tenant to reduce rent of \$250.00 per month for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- an order authorizing the landlords to change the locks to the rental unit, pursuant to section 70.

The "male landlord" did not attend this hearing, which lasted approximately 41 minutes. The female landlord ("landlord"), the tenant, and the tenant's advocate 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 she had permission to represent the male landlord at this hearing (collectively "landlords"). The tenant confirmed that her advocate had permission to represent her at this hearing. The tenant's advocate did not provide submissions at this hearing.

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

Preliminary Issue – Severing the Tenant's Monetary Application

Rule 2.3 of the Residential Tenancy Branch *Rules of Procedure* allows me to sever issues that are not related to the tenant's main urgent application. The tenant applied for eight different claims in her application. At the hearing, both parties were able to settle five of the tenant's eight claims. However, after 41 minutes in the hearing, both parties were unable to settle the tenant's three monetary claims. There was not enough time to hold a hearing where both parties could provide their submissions and go through their evidence, in order for me to make a decision.

Therefore, I informed the tenant that her entire monetary application was dismissed with leave to reapply. These include the tenant's claims for a monetary order for the cost of emergency repairs of \$700.00 and for compensation of \$500.00 for damage or loss under the *Act*, *Regulation* or tenancy agreement, and an order allowing the tenant to reduce rent of \$250.00 per month for repairs, services or facilities agreed upon but not provided. The tenant confirmed her understanding of same.

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, except for the tenant's monetary application.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the tenant's monetary application:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on October 31, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 1 Month Notice, dated June 29, 2020, was cancelled and of no force or effect;

3. Both parties agreed to abide by section 29 of the *Act* and the Provincial covid-19 health and safety laws and regulations;
 - a. The landlords agreed to first give the tenant at least 24 hours' written notice by email prior to entering the rental unit and the tenant agreed to provide the landlords with access to the rental unit, whether or not the tenant is present at the rental unit;
4. The tenant agreed to immediately advise the landlords of any repairs that need to be completed at the rental unit, for the remainder of this tenancy;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing, except for her monetary application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the tenant's monetary application. 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, except for the tenant's monetary application.

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 October 31, 2020, to be used by the landlords **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. Should the tenant 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 June 29, 2020, is cancelled and of no force or effect.

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

The tenant's application for a monetary order for the cost of emergency repairs of \$700.00 and for compensation of \$500.00 for damage or loss under the *Act, Regulation* or tenancy agreement, and an order allowing the tenant to reduce rent of \$250.00 per month for repairs, services or facilities agreed upon but not provided, are all dismissed with leave to reapply.

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: August 12, 2020

Residential Tenancy Branch