



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RR, RP, PSF, OLC, FFT; CNR, RP, LRE, FFT

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated July 19, 2020 ("2 Month Notice"), pursuant to section 49;
- an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to provide services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing dealt with the tenant's second application pursuant to the *Act* for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Month Notice"), pursuant to section 46;
- an order requiring the landlord to complete 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; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord, the tenant, the tenant's lawyer, and the tenant's lawyer's student 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 tenant confirmed that her lawyer had permission to speak on her behalf. The tenant's lawyer's student observed the hearing only, she did not participate. This hearing lasted approximately 35 minutes.

The landlord confirmed receipt of the tenant's two applications for dispute resolution hearing packages. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's two applications.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's second application to correct the spelling of the landlord's surname, which was confirmed by the landlord during the hearing. Both parties consented to this amendment during the hearing.

At the outset of the hearing, both parties confirmed that the landlord owner does not share a kitchen or bathroom with the tenant during this tenancy. Therefore, I find that I have jurisdiction to deal with both of the tenant's applications at this hearing and they are not excluded by section 4 of the *Act*.

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 September 30, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated July 19, 2020;
3. The landlord agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice on the following term:

- a. The landlord agreed to refund the tenant's September 2020 rent of \$2,100 to the tenant by September 10, 2020 by way of e-transfer;
 - i. Both parties confirmed the tenant's email address, to facilitate the above e-transfer, during this hearing;
4. Both parties agreed to abide by section 29 of the *Act* for the remainder of this tenancy;
5. The landlord agreed that his 1 Month Notice, dated August 1, 2020, is cancelled and of no force or effect;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of both of her applications 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.

Filing fees are discretionary awards given by Arbitrators usually after a party is successful in their claims after a full hearing on the merits. Since the tenant settled both of her applications at this hearing, I decline to award her the \$100.00 filing fees, totalling \$200.00, paid for her applications.

Conclusion

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

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2020. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$2,100.00. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by condition #3 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord 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.

The tenant must bear the cost of the \$100.00 filing fees, totalling \$200.00, paid for both of her applications.

The landlord's 1 Month Notice, dated August 1, 2020, is cancelled and of no force or effect.

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: September 10, 2020

Residential Tenancy Branch