



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL, MNDCL, FFL;    CNC, RP, OLC, RR, FFT

### Introduction

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

- a monetary order for damage to the rental unit and for compensation under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated August 10, 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 requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order allowing the tenants to reduce rent for facilities or services agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The two landlords, the landlords' agent, 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. This hearing lasted approximately 86 minutes.

The landlords confirmed that their agent had permission to speak on their behalf.

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

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the tenants' application on October 1, 2020 at 9:30 a.m. The file number for that hearing appears on the front page of this decision. The landlords' agent confirmed receipt of the tenants' application. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenants' application.

Both parties agreed to settle the tenants' application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

### 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 7:30 p.m. on November 30, 2020, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that the tenants are permitted to vacate the rental unit earlier than November 30, 2020, provided that they first give at least 30 days' written notice to the landlords;
3. Both parties agreed to meet at the rental unit at 7:30 p.m. in order to complete a move-out condition inspection and report;
4. The landlords agreed that their 1 Month Notice, dated August 10, 2020, is cancelled and of no force or effect;
5. The landlords agreed that the tenants are not required to pay any water or sewer utilities to the landlords for this entire tenancy;
6. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' application scheduled for a future hearing at 9:30 a.m. on October 1, 2020, arising out of this tenancy, the file number of which appears on the front page of this decision;
  - a. Both parties confirmed that they would not be attending the future hearing which is cancelled by way of this settlement.

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 issued by an Arbitrator to parties who are usually successful in their applications, after a full hearing on the merits of the applications. As both parties voluntarily settled their applications and I was not required to make a decision after having a full hearing on the merits, I decline to award the \$100.00 filing fees paid by both parties for their applications, and these claims are dismissed without leave to reapply.

### Conclusion

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

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 7:30 p.m, on November 30, 2020, to be used by the landlord(s) **only** if the tenant(s) do not abide by condition #1 of the above settlement. The landlord(s) are provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after they do not comply with the above agreement. 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 landlords' 1 Month Notice, dated August 10, 2020, is cancelled and of no force or effect.

The tenants' application, scheduled for a future hearing on October 1, 2020 at 9:30 a.m., is settled by way of this agreement and neither party is required to attend the future hearing.

Both parties' applications to recover the \$100.00 filing fees paid for their applications, are dismissed without 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: September 11, 2020

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Residential Tenancy Branch