



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1094445 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, RP

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 11, 2020 ("10 Month Notice"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33.

The landlord's three agents, the landlord's English language translator, and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord XL and landlord JS confirmed that they were the owners of the rental unit (collectively "landlord") and their agent landlord KS had permission to speak on their behalf, and their translator had permission to assist at this hearing. This hearing lasted approximately 35 minutes.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to remove another tenant RP. The tenant confirmed that she did not have permission to speak or to file this application on his behalf and he was not living at the rental unit with her. The tenant consented to this amendment during the hearing. The landlord was unaware of whether tenant RP was still living at the rental unit.

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 January 1, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlord's 10 Day Notice, dated September 11, 2020, is cancelled and of no force or effect;
3. The landlord agreed, at its own cost, to hire certified, licensed professionals to inspect by November 9, 2020, and to repair if recommended by the professionals by November 30, 2020, the window and the furnace at the rental unit so that they are in proper, working order;
4. The tenant agreed to pay the landlord her share of rent of \$2,325.00 total, which the landlord agreed to accept towards all outstanding rent from September to November 2020 inclusive, by way of e-transfer to the landlord's email address confirmed during the hearing, according to the following terms:
 - a. \$775.00 will be paid by November 5, 2020;
 - b. \$775.00 will be paid by November 12, 2020;
 - c. \$775.00 will be paid by November 19, 2020;
5. The tenant agreed to pay the landlord her share of rent of \$775.00 for December 2020 rent by December 1, 2020;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her 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

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 January 1, 2021. 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 landlord's favour in the amount of \$2,325.00, the current rent owing for this tenancy from September to November 2020. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant does not abide by condition #4 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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 landlord's 10 Day Notice, dated September 11, 2020, is cancelled and of no force or effect.

I order the landlord, at its own cost, to hire certified, licensed professionals to inspect by November 9, 2020, and to repair if recommended by the professionals by November 30, 2020, the window and the furnace at the rental unit so that they are in proper, working order. I order the tenant to provide access to facilitate the above inspections and repairs, in accordance with section 29 of the *Act*.

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: November 05, 2020

Residential Tenancy Branch