



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

**A matter regarding BONAVISTA MANAGEMENT LTD
and [tenant name suppressed to protect privacy]**

DECISION

Dispute Codes ET, OLC, DRI, RR,

Introduction

This was a cross-application hearing for Dispute Resolution under the *Residential Tenancy Act* (“the Act”). The matter was set for a conference call hearing.

On September 29, 2020, the Tenants submitted an Application for Dispute Resolution seeking an order for the Landlord to comply with the Act, Regulation, or tenancy agreement; seeking a rent reduction; and seeking to dispute a rent increase.

On October 7, 2020, the Landlord submitted an Application for Dispute Resolution for an early end of tenancy and an order of possession for the rental unit.

The matter was set for a conference call hearing. The Landlord's agents (“the Landlord”) and the Tenant and Tenant's legal counsel attended the hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process.

Preliminary and Procedural Matters

On October 30, 2020 the hearing for the Landlord's application was adjourned to be heard with the Tenants' application. The matter to be determined is whether or not the rental unit is in a condition that is uninhabitable, or the contract frustrated where the tenancy should end early, or whether the Landlord is required to repair the unit in accordance with sections 32 and 33 of the Act. I found that having direct testimony from the Tenant was important to give the Tenant an opportunity to be heard in order to make an informed decision.

Issues to be Decided

- Does the Landlord have sufficient reason for an early end of tenancy?
- Are the Tenants entitled to a rent reduction?
- Was the rent increased in accordance with the Act?

Background and Evidence

The parties testified that the tenancy began on April 1, 2009 and is on a month to month basis. Rent in the amount of \$1,077.55 is due to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$410.00.

The rental unit is located in residential property containing 60 units.

Settlement Agreement

During the hearing, the parties agreed to settle their disputes on the following conditions:

1. The parties agreed that the tenancy continues, and the Tenant will move back into the rental unit as soon as the repairs are completed. The amount of rent to be paid under the tenancy agreement remains at \$1,077.55 and the same terms and conditions of the tenancy apply.
2. The parties agreed that the Landlord will repay to the Tenants the rent that was received for October, November, and December 2020.
3. The parties agreed that no further rent is due to be paid to the Landlord until the Tenant moves back into the rental unit. Rent will be prorated if the Tenant moves back into the unit on a day other than the first day of the month.
4. The parties agreed that the Landlord will give the Tenant two weeks' notice of when the rental unit will be available for occupancy.
5. The Landlord withdraws their application for an early end of tenancy and order of possession for the rental unit.
6. The Tenant withdraws their application for the Landlord to comply with the Act; for a rent reduction; and to dispute a rent increase.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 4, 2020

Residential Tenancy Branch