



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0684268 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP; RR, RP, LRE, CNC, AS; AS, CNC, LRE, LAT, OLC; OPC, FFL;

Introduction

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

- an order requiring the landlords to complete emergency repairs to the rental unit, pursuant to section 33.

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

- an order allowing the tenants to reduce rent of \$2,200.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlords to complete repairs to the rental unit, pursuant to section 33;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70;
- cancellation of the landlords' One Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47; and
- an order allowing the tenants to assign or sublet because the landlords' permission has been unreasonably withheld, pursuant to section 65.

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

- an order allowing the tenants to assign or sublet because the landlords' permission has been unreasonably withheld, pursuant to section 65;
- cancellation of the landlords' 1 Month Notice, pursuant to section 47;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70;
- authorization to change the locks to the rental unit, pursuant to section 70; and
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62.

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

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The individual landlord ML ("landlord"), the landlords' agent, and the two tenants 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 his agent had permission to speak on behalf of the landlords. This hearing lasted approximately 36 minutes.

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

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlords' application and the tenants' second and third applications on April 6, 2021 at 11:00 a.m. The tenants confirmed receipt of the landlords' application and the landlord confirmed receipt of the tenants' second and third applications. Both parties agreed to settle the three additional applications at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

Both parties confirmed that they wanted to proceed with the hearing and settle all four applications. Based on the consent of both parties, I proceeded with the hearing and recorded the settlement between both parties.

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

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 May 15, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that only the two tenants named in this application and the third tenant named in the parties' written tenancy agreement, are permitted to reside at the rental unit for the remainder of this tenancy ending by May 15, 2021;
3. The landlords agreed that all of the landlords' notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their first application at this hearing;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application and the tenants' second and third applications scheduled for a future hearing at 11:00 a.m. on April 6, 2021, arising out of this tenancy, the file numbers of which appear on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
 - b. The landlords agreed to bear the cost of the \$100.00 filing fee paid for the landlords' application.

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 at the hearing 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.

All of the landlords' notices to end tenancy, issued to the tenants to date, are cancelled and of no force or effect.

The landlords' application and the tenants' second and third applications, scheduled for a future hearing on April 6, 2021 at 11:00 a.m., are settled by way of this agreement and neither party is required to attend the future hearing, which is cancelled.

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 May 15, 2021, to be used by the landlord(s) **only** if the tenant(s) does not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order as soon as possible after he does 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 must bear the cost of the \$100.00 filing fee paid for their application.

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: March 22, 2021

Residential Tenancy Branch