



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, DRI, OLC, RP, FFT

Introduction

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

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants' dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlord duly served with the Application. All parties confirmed receipt of each others' evidentiary materials.

Preliminary Issue—Amendments and Cross-Applications

Although the tenants testified that amendments have been filed, no amendments have been received by the RTB as of the hearing date. Although the landlord has referenced a 1 Month Notice to End Tenancy, no cross-applications have been filed by the landlord that have been crossed with the tenants' application.

Rule 4.1 states the following about filing of amendments:

4.1 Amending an Application for Dispute Resolution

An applicant may amend a claim by:

- completing an Amendment to an Application for Dispute Resolution form; and
- filing the completed Amendment to an Application for Dispute Resolution form and supporting evidence with the Residential Tenancy Branch directly or through a Service BC Office.

Rule 2.11 states the following about filing of an Application to be crossed with the original application:

2.11 Filing an Application for Dispute Resolution to counter a claim

To respond to an existing, related Application for Dispute Resolution, respondents may make a cross-application by filing their own Application for Dispute Resolution.

No amendments were received in accordance with RTB Rule 4.1, and no applications have been filed by the respondent to be crossed with the tenants' application. These rules ensure that both parties are aware of the scope of the hearing and are prepared to respond, if they chose to do so.

Given the importance, as a matter of natural justice and fairness, that the respondents must know the case against them, I do not allow any additional claims that were not part of the original application to be considered.

Analysis

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 or an order. 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 way of mutual agreement on October 31, 2021, by which date the tenants and any other occupants will have vacated the property.
2. Both parties agreed that the monthly rent, effective May 1, 2021, will be set at \$1,850.00 until October 31, 2021.

3. Both parties that the landlord will supply the tenants with a push mower to mow the lawn in accordance with Residential Policy Guideline #1. The landlord agreed that they would assist by mowing the lawn once per month. The landlord agreed that the tenants would not be responsible for mowing the pasture field.
4. Both parties agreed that the landlord may retain use of the barn, shed, wood lot, as well as the pasture field. Both parties agreed that the tenants may continue to store their personal items which are currently stored there, including the tenants' trailer, until the end of the tenancy. Both parties agreed that the landlord will give the tenants a minimum of 12 hours notice before accessing these areas.
5. The landlord agreed to clean the chimney on or before May 15, 2021 in accordance with Policy Guideline #1.
6. The landlord agreed to dispatch a contractor to inspect, repair, and replace if needed, the toilet and shower door on or before May 15, 2021.
7. The landlord agreed to abide by condition 29 of the *Act* by giving the tenants proper notice to enter the rental unit, including access for repairs. The tenants agreed to allow access for repairs upon being given proper notice in accordance with the *Act*.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

This hearing commenced at 9:30 a.m., and ended at 10:50 a.m. Both parties spent a considerable amount of time discussing the main issues before them, and due to time constraints, not all outstanding issues may have been discussed or resolved. As noted in the hearing, both parties should refer to the *Residential Tenancy Act* and *Tenancy Policy Guidelines* to ensure compliance with the *Act* and legislation.

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/calculators-and-resources/policy-guidelines>

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/00_02078_01

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by October 31, 2021. The landlord is provided with this Order in the above terms

and the tenants must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: April 16, 2021

Residential Tenancy Branch