



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROWAN PROPERTY MANAGEMENT LTD. and WM
CREST BROKERAGE LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, OLC, RR, RP, MNDCT, FFT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on February 5, 2021, wherein the Tenants sought the following relief:

- an Order canceling a 1 Month Notice to End Tenancy for Cause, issued on March 24, 2021 (the "1 Month Notice");
- an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on April 9, 2021 (the "10 Day Notice");
- an Order that the Landlord:
 - make repairs to the rental unit; and,
 - comply with the *Residential Tenancy Act* (the "Act"), the *Residential Tenancy Regulation*, or the residential tenancy agreement.
- an Order permitting the Tenant to reduce their rent for the cost of repairs, services or facilities;
- an Order for Monetary compensation from the Landlords; and
- recovery of the filing fee

The hearing of the Tenants' Application was scheduled for 11:00 a.m. on May 3, 2021. Both parties called into the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Preliminary Matters

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. At all times an Arbitrator is guided by *Rule 1.1* which provides that Arbitrators must ensure a fair, efficient and consistent process for resolving disputes for landlords and tenants.

Rule 4.2 allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution. On the Application the Tenants incorrectly named one of the corporate Landlords. I therefore Amend the Tenants' Application to correctly name the Landlord.

Rule 2.3 provides that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. Hearings before the Residential Tenancy Branch are scheduled on a priority basis. Time sensitive matters such as a tenant's request for emergency repairs or the validity of a notice to end tenancy are given priority over monetary claims. It is my determination that the priority claim before me is the validity of the 10 Day Notice and the 1 Month Notice. I therefore exercise my discretion and dismiss the Tenants' monetary claim, including their request for authorization to reduce their rent by the cost of repairs, services or facilities, with leave to reapply.

For reasons which will be further detailed, matters which relate to the continued tenancy are no longer relevant; accordingly, those claims are dismissed without leave to reapply.

Settlement and Conclusion

During the hearing the parties reached a settlement with respect to the end of the tenancy. Pursuant to section 63 of the *Act*, I record their agreement in this my Decision and Order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of the end of the tenancy. The terms of the settlement are as follows.

1. The Tenants will vacate the rental unit by no later than **1:00 p.m. on July 31, 2021**.
2. The Landlord is entitled to an Order of Possession effective **1:00 p.m. on July 31, 2021**. This Order may be filed in the Supreme Court and enforced as an order of that Court.
3. The Tenants may end their tenancy earlier than July 31, 2021 provided they give the Landlords' written notice of their intention to vacate. In this event, the Tenants shall be entitled to return of rent paid on a pro-rated basis.
4. The parties agree that their agreement with respect to the end of the tenancy is made without prejudice to the following:
 - a. the Landlords' right to argue that the Tenants did not mitigate their losses by vacating the rental unit sooner; and,
 - b. the Tenants' right to argue the Landlords could have started the remediation on the rental home prior to July 31, 2021.

This decision is final and binding on the parties, except as 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: May 03, 2021

Residential Tenancy Branch