



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THANDI ENTERPRISES 1985
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RR, OLC, PSF, FFT

Introduction

On January 28, 2021, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a reduction in rent, an order to have the Landlord comply, an order for the Landlord to provide services or facilities, a request for a Monetary Order for compensation, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlords and four of the Tenants attended the original hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

The original hearing was adjourned as I, the Arbitrator, ran out of time to hear further evidence. I completed an Interim Decision, dated April 28, 2021, to document the attendance and to address preliminary matters regarding service and admission of evidence and an interim order for the Landlord to repair the passage on the “front door” of the rental unit.

A reconvened hearing was scheduled for this date and the Landlord A.T. and four of the Tenants attended. As per the Interim Decision, the parties have exchanged the documentary evidence that I have before me.

I reviewed the testimony and evidence that was presented during the original hearing with the parties in attendance and received agreement that it was correct. The parties were then provided the opportunity to present their affirmed testimony and documentary evidence at the hearing.

Preliminary Matter

Section 63 of the Act allows an Arbitrator to 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 include an Order.

After approximately two hours of testimony from the parties, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenants confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenants' Application.

1. The Landlord and the Tenants mutually agreed to end the tenancy on July 31, 2021.
2. The parties agreed that rent for June 2021 would be \$4,000.00.
3. The parties agreed that rent for July 2021 would be \$2,000.00.
4. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Tenants' issues were addressed by settlement, I make no award for the recovery of the filing fee.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenants' 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: May 26, 2021

Residential Tenancy Branch