



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, CNC, RP, OLC, FFT

Introduction

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

- an order allowing the tenant to reduce rent of \$10,500.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated March 15, 2021 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to complete regular repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the landlord's agent, the tenant, and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 41 minutes.

The hearing began at 11:00 a.m. and ended at 11:41 a.m. The tenant's witness called into the hearing from 11:07 a.m. to 11:13 a.m. I informed both parties that the tenant's witness was to be excluded from the outset of the hearing, as per Rule 7.20 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules"). The tenant's witness did not testify or call back into the hearing. Both parties settled this application between themselves.

The landlord confirmed that her agent, who is her daughter, had permission to speak on her behalf at this hearing. The tenant confirmed that his agent, who is his sister, had permission to speak on his behalf at this hearing.

During the hearing, I informed both parties that they were not permitted to record the hearing, as per Rule 6.11 of the RTB *Rules*. At the end of the hearing, the landlord, the landlord's agent, the tenant, and the tenant's agent all affirmed under oath that they did not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with the hearing, they did not want me to make a decision, and they wanted to settle this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

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, except for the tenant's rent reduction claim.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the tenant's rent reduction claim:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 15, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than August 15, 2021, provided that he first gives at least 5 days written notice, by email, to the landlord;
3. The landlord agreed that her 1 Month Notice, dated March 15, 2021, was cancelled and of no force or effect;

4. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing, except for his rent reduction claim.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the tenant's rent reduction claim. 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, except for the tenant's rent reduction claim.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the 41-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties were given ample time to discuss and review the terms of this settlement with their agents. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

The parties were unable to settle the tenant's monetary claim for a rent reduction. There was insufficient time to conduct a hearing on the merits of that claim. Therefore, I exercised my discretion under Rule 2.3 of the RTB *Rules*, to sever this portion of the tenant's application, as it is not a priority or urgent claim, as compared to the remainder of the tenant's application. I informed both parties of the above decision and information during this hearing. Both parties confirmed their understanding and agreement to same.

Conclusion

I order both parties to comply with all of the above settlement terms.

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 August 15, 2021, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order as soon as possible after he does not comply with the above agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated March 15, 2021, is cancelled and of no force or effect.

The tenant must bear the cost of the \$100.00 filing fee paid for this 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: June 03, 2021

Residential Tenancy Branch