



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RENTPERKS BC PM LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RR, MNRT, MNDCT, RP, PSF, LRE, OLC, FFT

Introduction

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

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated May 11, 2021 ("1 Month Notice"), pursuant to section 47;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- a monetary order of \$4,270.76 for the cost of emergency repairs and compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 33;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;
- an order to restrict the landlords' right to enter the rental unit, pursuant to section 70;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application. pursuant to section 72.

The landlords' agent JD ("landlord") and the two tenants (male and female) 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 50 minutes.

The landlord confirmed that he had permission to represent the other three landlords named in this application (collectively "landlords").

At the outset of the hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The landlord and the two tenants all affirmed under oath that they would not record this hearing.

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

The landlord confirmed receipt of the tenants’ application for dispute resolution hearing package and the female tenant confirmed receipt of the landlords’ evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants’ application and the tenants were duly served with the landlords’ evidence.

The female tenant confirmed receipt of the landlords’ 1 Month Notice. A copy of the notice was provided for this hearing. Both parties agreed that the effective move-out date on the notice is June 30, 2021. In accordance with sections 88 and 90 of the *Act*, I find that the tenants were duly served with the landlords’ 1 Month Notice.

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 August 31, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 1 Month Notice, dated May 11, 2021, is cancelled and of no force or effect;
3. The tenants agreed to pay \$417.50 of the total invoice of \$1,417.50 to the landlords by July 31, 2021, for a fence board enclosure at the rental property,

once the landlords provide an invoice for the completed work performed by a certified, licensed professional to the tenants;

4. The landlords agreed to pay \$1,000.00 of the total invoice of \$1,417.50 for a fence board enclosure at the rental property;
5. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing, including for their monetary claims.

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 that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the lengthy 50-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties repeatedly affirmed, under oath, that they agreed and understood that they could not change or reapply for the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

Conclusion

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

The landlords' 1 Month Notice, dated May 11, 2021, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2021. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2021. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$417.50. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlords \$417.50 as per condition #3 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenants 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: July 08, 2021

Residential Tenancy Branch