



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC – MT, OLC, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End tenancy for Cause, and more time to make the application; and, for orders for the landlords to comply with the Act, regulations or tenancy agreement.

One of the co-landlords and one of the co-tenants appeared for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding.

At the outset of the hearing, I explored service of hearing materials. The tenant testified that the proceeding package was delivered to the landlord referred to by initials BS at the landlord's home but when BS came to the door, he said he was sleeping, so the proceeding package was left at the landlord's mailbox.

The landlord in attendance at the hearing, GS, confirmed that he received a copy of the proceeding package from BS. As such, I deemed the landlords sufficiently served with the proceeding package pursuant to the authority afforded me under section 71 of the Act.

The tenant testified that she had a third party delivery the tenant's evidence package to the landlord's mailbox a short time later, although she did not know the exact date. The landlord denied receiving an evidence package from the tenants.

Since this hearing concerned a Notice to End Tenancy, I informed the parties that I was prepared to admit the Notice to End Tenancy since both parties confirmed they had a copy of it and hear oral evidence.

The parties indicated a willingness to reach a mutual agreement to end tenancy and I proceeded to facilitate an agreement between the parties. I have recorded the

agreement reached between the parties by way of this decision and the order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, the parties mutually agreed to the following terms in resolution of this dispute:

1. The tenancy shall end by mutual agreement and the tenants shall return vacant possession of the rental unit to the landlords on September 24, 2021. The tenants are required to remove all of their personal property, with the exception of the fridge which may remain, and give the landlord keys to the rental unit. The landlords shall be provided an Order of Possession reflecting this date.
2. The landlords waive entitlement to pursue the tenants for any and all unpaid rent and shall not charge the tenants any rent for the month of September 2021.
3. The tenants waive entitlement to pursue the landlords for compensation for damages or losses they may have suffered as a result of this tenancy, if any.
4. The landlords shall retain the tenants' security deposit and pet damage deposit.
5. The landlords shall, without delay, provide the tenants with garbage cans to use for garbage collection by the City during the remainder of the tenancy.
6. The landlords shall perform an inspection of the rental unit, and the tenants shall permit the landlords access to the inside of the entire rental unit, on August 27, 2021 starting at 1:00 p.m.

I confirmed, with both parties, that they were in agreement with the above terms. The terms agreed upon by the tenant is binding upon all of the co-tenants. Similarly, the terms agreed to by the landlord are binding upon all the landlords.

During the hearing the tenant also submitted that the hydro meter has been removed from the property and the tenants have had to use a generator for electricity. The landlord did not refute this statement. The tenant also stated that the water was more recently terminated. The landlord claimed that he was only hearing of the loss of water during the hearing; however, the tenant also stated that the Residential Tenancy Branch had even called the landlord when she reported the termination of hydro and water. The Residential Tenancy Branch records reflect the tenant called on August 19, 2021 to

report that the hydro and water had been disconnected and that an RTB staff person did call the landlord but there was no answer and a message was left for the landlord.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective at 1:00 p.m. on September 24, 2021.

Further to the above, and in keeping with section 62(3) of the Act, which provides:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

I order the landlords to restore the water service to the rental unit immediately; and, I order the landlords to take immediate action to have a hydro meter re-installed so that the hydro service may resume at the rental unit.

It is important for the landlords to note that despite the tenant's waiver of further compensation under the settlement agreement, a landlord's violation of the Act, including an unlawful termination of utilities, services or facilities; and/or failure to comply with an order of the Director may constitute a basis to levy administrative penalties against the landlords.

Conclusion

The parties reached a mutual agreement in resolution of this dispute. In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective at 1:00 p.m. on September 24, 2021.

Under section 62(3) of the Act, I have also issued orders to the landlords to immediately restore the water service to the rental unit and immediately take action to have a hydro meter re-installed so that hydro service may resume at the rental unit. Failure to comply with these orders may be grounds to levy an administrative penalty against the landlords.

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: August 26, 2021

Residential Tenancy Branch