



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, RP, FFT, CNL, RR

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on April 30, 2021, wherein the Tenants sought the following relief:

- an Order canceling a 1 Month Notice to End Tenancy for Cause issued on April 23, 2021 (the "1 Month Notice");
- an Order canceling a 2 Month Notice to End Tenancy for Landlord's Use, issued on June 3, 2021 (the "Month Notice");
- an Order that the Landlord:
  - make repairs, emergency and otherwise to the rental unit; and,
  - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement.
- an Order permitting the Tenant to reduce their rent for the cost or repairs; and,
- recovery of the filing fee

The hearing of the Tenants' Application was scheduled for teleconference at 11:00 a.m. on September 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.

### Settlement and Conclusion

During the hearing the parties reached a settlement of some of the issues raised in their Application. Pursuant to section 63 of the *Residential Tenancy Act* (the "Act"), I record their agreement in this my Decision and resulting Orders. 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 this matter. 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 October 31, 2021;**
2. The Landlord is entitled to an Order of Possession effective **1:00 p.m. on October 31, 2021.** This Order may be filed in the Supreme Court and enforced as an Order of that Court.
3. The Tenants shall not be obligated to pay rent for October 2021 as a result of the 2 Month Notice and section 51(1) of the *Act*;
4. Should the Tenants give the Landlord notice to end their tenancy early, they shall be entitled to reimbursement of any rent paid for September, as well as payment for any days in October in which they are not in occupation of the rental unit. For this purpose, the parties agree the per diem rate of rent is \$24.00 per day, such that the Tenants are entitled to \$24.00 per day reimbursement for any day they vacate the rental unit earlier than **1:00 p.m. on October 31, 2021.**
5. The Landlord shall pay to the Tenants the sum of \$50.00 representing one half the fee paid by the Tenants for this Application. In furtherance of this the Tenants are granted a Monetary Order in the amount of \$50.00. Should the Landlord not pay as required, the Tenants shall serve the Monetary Order on the Landlord and may enforce the Order in the B.C. Provincial Court (Small Claims Court).
6. The Tenants retain the right to claim compensation pursuant to section 51(2) of the *Act* as a result of the 2 Month Notice.
7. The Tenants claim for a rent reduction/monetary compensation for the cost of repairs, and services or facilities is dismissed with leave to reapply.

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: September 03, 2021

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Residential Tenancy Branch