



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNRT, MNDCT, LRE

Introduction

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

- a monetary order for the cost of emergency repairs of \$387.45 and for compensation of \$33,298.00 for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 30, 2021 ("10 Day Notice"), pursuant to section 46;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70.

The "male tenant" did not attend this hearing, which lasted approximately 20 minutes. The female tenant ("tenant") and the two landlords ("landlord MW" and "landlord KH") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Landlord MW intended to call a witness, who was excluded from the outset of this hearing. The witness did not return to testify, as landlord MW confirmed that it was not required.

Both landlords confirmed that they owned the rental unit and confirmed the rental unit address during this hearing. The tenant confirmed that she had permission to represent the male tenant at this hearing (collectively "tenants").

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The two landlords and the tenant all separately affirmed, under oath, that they would not record this hearing.

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

Preliminary Issue – Severing the Tenants’ Monetary Application

Rule 2.3 of the RTB *Rules of Procedure* allows me to sever issues that are not related to the tenants’ main urgent application. The tenants applied for four different claims in their application. At the hearing, both parties were able to settle two of the tenants’ four claims. Both parties were unable to settle the tenants’ two monetary claims, despite attempts to do so.

I informed the tenant that the tenants were provided with a priority hearing date, due to the urgent nature of their claims for cancelling the landlords’ 10 Day Notice and restricting the landlords’ right to enter the unit.

Further, the tenants provided many documents as evidence to support their monetary claims on October 14 and 24, 2021, less than 14 days prior to this hearing on October 28, 2021, not including the service and hearing dates, contrary to Rule 3.14 of the RTB *Rules of Procedure*.

Moreover, the tenant said that she was calling from an airport during this hearing because she was going to board a flight to travel. Repeated beeping, talking, and noise could be heard from the tenant’s telephone line, throughout this hearing. The tenant confirmed that she did not ask to reschedule this hearing, prior to this hearing date. She claimed that her husband booked the airplane ticket without realizing it was on the date of this hearing.

Therefore, I informed the tenant that the tenants’ entire monetary application was dismissed with leave to reapply. These include the tenants’ claims for a monetary order for the cost of emergency repairs of \$387.45 and for compensation of \$33,298.00 for

damage or loss under the *Act, Regulation* or tenancy agreement. The tenant confirmed her understanding of same.

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 tenants' monetary application.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the tenants' monetary application:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on October 31, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 10 Day Notice, dated June 30, 2021, was cancelled and of no force or effect;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing, except for their monetary application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the tenants' monetary application. 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, except for the tenants' monetary application.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 20-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

Conclusion

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

The landlords' 10 Day Notice, dated June 30, 2021, is cancelled and of no force or effect.

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 October 31, 2021, to be used by the landlords **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order. 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.

The tenants' application for a monetary order for the cost of emergency repairs of \$387.45 and for compensation of \$33,298.00 for damage or loss under the *Act*, *Regulation* or tenancy agreement, is dismissed with leave to reapply.

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: October 28, 2021

Residential Tenancy Branch