



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP, RR, 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 24, 2021 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlords to perform repairs to the rental unit, pursuant to section 32;
- an order allowing the tenants to reduce rent of \$820.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant NM" did not attend this hearing, which lasted approximately 49 minutes. The two landlords (male and female) and the remaining two tenants ("tenant TV" and "tenant AC") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Both landlords confirmed that they own the rental unit. Tenant TV confirmed that she had permission to represent tenant NM at this hearing.

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. The two landlords, tenant TV, and tenant AC 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. 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. Neither party made any adjournment or accommodation requests.

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

Tenant TV confirmed receipt of the landlords' 1 Month Notice. Both parties agreed that the notice indicates an effective move-out date of July 31, 2021 and was issued for "tenant is repeatedly late paying rent." In accordance with sections 88 and 90 of the *Act*, I find that all three tenants were duly served with the landlords' 1 Month Notice.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to include the claim that the tenants are disputing the landlords' 1 Month Notice to End Tenancy for Cause, not for End of Employment, as originally indicated in the tenants' application. Tenant TV confirmed that she initially applied for this relief in error. Tenant TV consented to this amendment during this hearing. The landlords did not object to 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.

Both parties agreed to the following final and binding settlement of their dispute:

1. The tenants agreed to pay full rent of \$1,640.00 to the landlords by the first day of each month from November 1, 2021 and for the remainder of this tenancy, until the rent is legally changed in accordance with the *Act*;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenants abide by condition 1. In that event, the landlords' 1 Month Notice, dated May 24, 2021, is cancelled and of no force or effect;

3. Both parties agreed that this tenancy will end pursuant to a thirty (30) day Order of Possession, which expires on October 7, 2022, if the tenants do not abide by condition 1 above;
4. The tenants agreed to notify the landlords when the downstairs bathroom is leaking, so that the landlords, at their own cost, can inspect same immediately and then call a certified, licensed professional to inspect and repair, if recommended by the professional;
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 monetary rent reduction application for \$820.00 and agreed that they will not initiate any future claims or applications against the landlords at the Residential Tenancy Branch, with respect to this issue;
7. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of this dispute. 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 settles their dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 49-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached thirty (30) day Order of Possession to be used by the landlord(s) **only** if the tenant(s) do not abide by condition 1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on October 7, 2022** and it cannot be served upon the tenant(s) after **October 7, 2022**. 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 and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant(s) abide by condition 1 of the above settlement, I find that the landlord's 1 Month Notice, dated May 24, 2021, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

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

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 07, 2021

---

Residential Tenancy Branch