



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, CNC, PSF, LRE, OLC, MNDCT

Introduction

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

- an order allowing the tenant to reduce past rent of \$400.00 and future rent of 25% per month, for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated June 22, 2021 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;
- an order restricting the landlords' right to enter the rental unit, pursuant to section 70;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- a monetary order for \$5,000.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67.

The two landlords (male and female), the tenant, and the tenant's advocate 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 51 minutes from 11:00 to 11:51 a.m.

Two witnesses called in on behalf of the tenant and were excluded from the outset of this hearing. They did not return to testify at this hearing.

The male landlord confirmed that both landlords own the rental unit. The tenant confirmed that her advocate had permission to speak on her behalf and assist her at this hearing.

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 *Rules of Procedure*. The two landlords, the tenant, and the tenant's advocate all separately affirmed, under oath, that would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties affirmed that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The male landlord confirmed receipt of the tenant's 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 tenant's application.

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 November 5, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlords' 1 Month Notice, dated June 22, 2021, is cancelled and of no force or effect;
3. The landlords agreed to pay the tenant \$200.00 by October 26, 2021, by way of e-transfer to the tenant's email address, which was confirmed by the tenant during this hearing;

4. The landlords agreed that the tenant is not required to pay any rent to the landlords for the period from November 1 to 30, 2021;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her monetary claims in this application, and agreed that she will not initiate any future claims or applications against the landlords at the Residential Tenancy Branch, with respect to these issues;
6. The tenant agreed that she will only smoke in the designated smoking area at the rental property for the remainder of this tenancy, in accordance with section 3 of both parties' tenancy agreement addendum;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing;

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

During the hearing, I repeatedly confirmed the above settlement terms with the tenant. The tenant repeatedly affirmed, under oath, that she was agreeable to the above settlement terms and that she understood they were legal, final, binding and enforceable. The tenant repeatedly affirmed, under oath, that she agreed and understood that she could not change the settlement terms after the hearing was over and that she knew it was a full and final settlement of her application.

The tenant was given ample time to discuss and review the terms of this settlement with her advocate, privately during this hearing. The tenant's advocate affirmed that she fully explained and discussed the consequences of this settlement with the tenant privately during this hearing.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 51-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 fully understood the above settlement terms and were agreeable to them.

Conclusion

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

The landlords' 1 Month Notice, dated June 22, 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 November 5, 2021, to be used by the landlord(s) **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with a copy of this Order. Should the tenant 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 and as discussed with them during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$200.00 against the landlord(s). I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord(s) do not abide by condition #3 of the above agreement. The landlord(s) must be served with a copy of this Order. Should the landlord(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.

I order that the tenant is not required to pay any rent to the landlords for the period from November 1 to 30, 2021.

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 26, 2021

Residential Tenancy Branch