



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDCT, RR, LRE (Tenants' Application: July 8, 2021)
 CNR, OLC, FFT (Tenants' Application: July 16, 2021)
 OPR, MNRL, FFL (Landlord's Application: July 22, 2021)

Introduction

This hearing convened as a result of three separate applications. In the Tenants' Application, filed on July 8, 2021, they sought the following relief:

- an Order canceling a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice");
- an Order restricting the Landlords' right to enter the rental unit;
- an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement.
- an Order permitting the Tenants to reduce their rent for the cost of repairs;
- monetary compensation from the Landlord; and
- recovery of the filing fee

In the Tenants' Application filed on July 16, 2021, the Tenants sought the following relief:

- an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on * (the "10 Day Notice");
- an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement; and
- recovery of the filing fee

In the Landlord's Application filed on July 22, 2021, the Landlord sought an Order of Possession based on the 10 Day Notice, monetary compensation for unpaid rent and recovery of the filing fee.

The hearing of the parties' respective Applications was scheduled for teleconference hearing before me at 9:30 a.m. on November 9, 2021. The Tenants, K.W. and M.J. called in on their own behalf and as agents for the Tenants A.S. and A.L. The Landlord called into the hearing as did his agents, G.C. and G.S. 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 respective Applications. 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 these matters. The terms of the settlement are as follows.

1. The Tenants will pay the sum of \$6,000.00 to the Landlord by no later than November 24, 2021, such payment to be made by certified funds, bank draft or electronic money transfer ("e-transfer"). (For the purposes of the e-transfer, the Landlord's email address is included on the unpublished cover page of this my Decision.) In furtherance of this, the Landlord is granted a Monetary Order in the amount of \$6,000.00. Should the Tenants not pay the \$6,000.00 as required, the Landlord must serve the Order on the Tenants and may file and enforce the Order in the Provincial Court (Small Claims Division).
2. Should the Tenants pay the \$6,000.00 as provided for above, the tenancy shall continue until 1:00 p.m. on December 15, 2021, at which time the tenancy shall end. In furtherance of this, the Landlord is granted an Order of Possession, effective 1:00 p.m. on December 15, 2021. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

3. Should the Tenants fail to pay the \$6,000.00 as provided for above, the tenancy shall end at 1:00 p.m. on November 26, 2021. In furtherance of this, the Landlord is entitled to an Order of Possession effective 1:00 p.m. on November 26, 2021. This Order may be filed in the Supreme Court and enforced as an Order of that Court.
4. The Landlord is at liberty to reapply for further monetary compensation from the Tenants for unpaid rent, and other losses associated with the tenancy.
5. The Tenants' claim for monetary compensation from the Landlord including but not limited to their request for a retroactive and ongoing rent reduction for the cost of repairs 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: November 09, 2021

Residential Tenancy Branch