



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RR, FFT

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated December 1, 2021 ("1 Month Notice"), pursuant to section 47;
- an order allowing the tenants to reduce rent of \$350.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord, the landlord's agent, and the two tenants (male and female) 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 30 minutes.

This hearing began at 11:00 a.m. The landlord's two witnesses exited the hearing at 11:09 a.m. This hearing ended at 11:30 a.m.

All hearing participants confirmed their names and spelling. The landlord's two witnesses were excluded from the outset of this hearing and did not return to testify, as both parties voluntarily settled this application.

The landlord's agent confirmed that she had permission to represent the landlord at this hearing. She said that the landlord was sitting beside her, and she was confirming information with him, throughout this hearing. She stated that the landlord owns the rental unit and confirmed the rental unit address. She provided the landlord's email address for me to send this decision to the landlord after the hearing.

The male tenant confirmed that he had permission to represent the female tenant at this hearing. He provided his email address for me to send this decision to both tenants after the hearing.

The landlord's agent and the male tenant identified themselves as the primary speakers 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* ("*Rules*"). The landlord's agent confirmed that neither she, nor the landlord, would record this hearing. The male tenant confirmed that neither he, nor the female tenant, would record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. 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.

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 March 31, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that all of his notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
3. The tenants agreed that they will not initiate any future claims or applications against the landlord, regarding their rent reduction claim of \$350.00;

4. The landlord agreed to reimburse the tenants \$100.00 for the cost of the filing fee paid for this application, by way of a cheque to be given to the tenants in person at the rental unit at 1:00 p.m. on March 31, 2022;
5. 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 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 30-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties repeatedly affirmed, under oath, that they fully understood and agreed to the above settlement terms. Both parties repeatedly affirmed, under oath, that they agreed and understood that the above settlement terms were final, binding, and could not be changed after this hearing was over.

The landlord's agent discussed and reviewed the settlement terms privately with the landlord, during this hearing. The tenants discussed and reviewed the settlement terms privately with each other, during this hearing.

The landlord affirmed that she had permission to make this agreement on behalf of the landlord and that he was agreeable to all the settlement terms above. The male tenant affirmed that he had permission to make this agreement on behalf of the female tenant and that she was agreeable to all the settlement terms above. The female tenant affirmed that she was agreeable to all the settlement terms above.

Conclusion

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

All of the landlord's notices to end tenancy, issued to the tenants, to date, are 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 March 31, 2022, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. 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 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 tenants' favour in the amount of \$100.00, for the monetary award for the filing fee. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to pay the tenants \$100.00 as per condition #4 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord 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.

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: March 21, 2022

Residential Tenancy Branch