



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, RR, RP, MNDCT, FFT**

Introduction

This hearing was convened by way of conference call in response to the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenant seeks:

- an order for cancellation of a Two Month Notice to End Tenancy for Cause dated February 17, 2022 ("2 Month Notice");
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided by the Landlords pursuant to section 65;
- an order requiring the Landlords to complete repairs to the rental unit pursuant to section 32; and
- authorization to recover the filing fee of the Application from the Landlords pursuant to section 72.

An agent ("DA") of the corporate Landlord and the Tenant attended the hearing. They were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding ("NDRP") on the Landlords by registered mail on March 11, 2022. The Tenant provided the Canada Post tracking numbers for service of the NDRP on each of the two Landlords. I find each of the Landlords were served with the NDRP in accordance with the provisions of section 89 of the Act.

The Tenant stated she served her evidence on the Landlords by registered mail on May 29, 2022. The Tenant provided the Canada Post tracking numbers for service of the Tenant's evidence on each of the two Landlords. I find each of the Landlords were

served with the Tenant's evidence in accordance with the provisions of section 88 of the Act.

DA stated the Landlords served their evidence on the Tenant by registered mail on June 2, 2022. DA provided the tracking number for service of the Landlords' evidence on the Tenant. I find the Tenant was served with the Landlords' evidence in accordance with the provisions of section 88 of the Act.

Preliminary Matter – Amendment of Landlord's Name

At the outset of the hearing, I noted the first two names of the second Landlord were spelled as one name on the Application whereas the first two names of that Landlord on the 1 Month Notice and Tenancy Agreement were separated. The Tenant indicated this was an error and requested that I amend the Application to correctly state the name of the second Landlord.

Residential Tenancy Branch Rule of Procedure 4.2 states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served

With the consent of DA, I amended the Application to correctly name the second Landlord.

Settlement Agreement

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlords agree to cancel the 1 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant agrees to vacate the rental unit by 1:00 pm on July 31, 2022;
4. The Tenant will not be required to pay rent to the Landlords for the month of July 2022;
5. Subject to paragraph 6 and 7, the Tenant agrees to forever release and discharge the Landlords from any and all monetary claims for any breaches of the Act, Residential Tenancy Regulation and/or the tenancy agreement;
6. If the Landlord does not use the rental unit for the purpose stated in the 2 Month Notice, the Tenant may make an application for dispute resolution to seek compensation from Landlords pursuant to subsection 51(2) of the Act;
7. The Tenant may make an application for dispute resolution to seek the return of her security deposit of \$800.00 ("Deposit") in the event the Landlords do not comply with the provisions of the Act in respect of returning the Deposit or, alternatively, making a claim against the Deposit for any damages to the rental unit.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlords. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlords an Order of Possession effective at 1:00 pm on July 31, 2022. The Landlords are provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia 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: June 16, 2022

Residential Tenancy Branch