



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, MNRT, MNDCT, RP, RR, LRE, PSF, FFT

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated March 8, 2022 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- a monetary order for the cost of emergency repairs of \$6,476.34 and for compensation of \$140,050.00 for damage or loss under the *Act*, *Regulation* or tenancy agreement pursuant to section 67;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 32;
- an order allowing the tenant to reduce rent of \$946.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to restrict the landlord's right to enter the rental unit, pursuant to section 70;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The two landlords, landlord YL ("landlord") and landlord YT ("owner"), the "owner's translator," the landlords' two agents, landlord AG ("landlords' agent") and landlord JG ("agent JG"), and the tenant 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 57 minutes.

This hearing began at 11:00 a.m. with all participants except the tenant present. The tenant called in late at 11:31 a.m. I permitted the landlords' agent to call the tenant during this hearing and the tenant joined this hearing from the landlords' agent's telephone line. The tenant confirmed that he settled this application with the landlords prior to this hearing, so he initially did not intend to call into this hearing. The tenant stated that he was willing to participate in this hearing and confirm his settlement agreement with the landlords, so that I could record it in writing. The tenant stated that he was with his children and was getting food for them, during this hearing. This hearing ended at 11:57 a.m.

All hearing participants confirmed their names and spelling. The landlords' agent provided her email address for me to send this decision to the landlords after this hearing.

The landlord and the owner confirmed that both their agents, landlords' agent and agent JG, had permission to speak on their behalf at this hearing. The owner's translator stated that she had permission to assist the owner with English language translation at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. During this hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. I informed them that I could not provide legal advice to them or act as their agent or advocate. They had an opportunity to ask questions, which I answered. Both parties confirmed that 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 landlords' agent confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant confirmed receipt of the landlord's 2 Month Notice. A copy of the notice was provided for this hearing. Both parties agreed that the effective move-out date on the notice is August 31, 2022. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

The landlord confirmed that he was the previous owner of the rental unit and the landlord for this tenancy. He said that he sold the rental unit to the owner on June 1, 2022. The owner confirmed that she bought the rental unit from the landlord and took possession on June 1, 2022. The tenant confirmed that the owner bought the rental unit from the landlord on June 1, 2022, and that he has been paying rent to the owner since that date, for this rental unit and tenancy.

For the above reasons and to ensure the enforceability of this settlement agreement and subsequent orders, pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to add the name of the owner as a landlord-respondent party. Both parties consented to this amendment during this hearing.

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 June 30, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated March 8, 2022;
3. Both parties agreed that the tenant is entitled to one-month free rent compensation pursuant to the 2 Month Notice and section 51 of the *Act*;
4. The landlord agreed to pay the tenant three months' rent compensation of \$2,700.00, totalling \$8,100.00, by 1:00 p.m. on June 30, 2022, by way of a bank draft, provided that the tenant first gives the owner vacant possession of the rental unit by 1:00 p.m. on June 30, 2022;
5. Both parties agreed that the tenant's security deposit of \$1,350.00 and pet damage deposit of \$1,000.00, totalling \$2,350.00, which have been transferred from the landlord to the owner, are to be dealt with by the owner and the tenant at the end of this tenancy, in accordance with section 38 of the *Act*;

6. The owner and/or any of her agents and the tenant agreed to meet at 1:00 p.m. on June 30, 2022, at the rental unit, to complete a move-out condition inspection and report;
7. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application, including all monetary claims, 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 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 both parties. Both parties repeatedly affirmed, under oath, that they were agreeable to the above settlement terms and that they understood they were legal, final, binding and enforceable. Both parties repeatedly 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the lengthy 57-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The tenant, the landlords' agent, the landlord, and the owner all separately affirmed that they were agreeable to the above settlement terms during this hearing.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with both parties during the hearing, I issue the attached Order of Possession to be used by the owner **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2022. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on June 30, 2022. 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 both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$8,100.00, against the landlord only. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$8,100.00 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.

The tenant's security deposit of \$1,350.00 and pet damage deposit of \$1,000.00, totalling \$2,350.00, are to be dealt with by the owner and the tenant at the end of this tenancy, in accordance with section 38 of the *Act*.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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 28, 2022

Residential Tenancy Branch