



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDCT, MNRT, RR, RP, OLC, LAT, FFT

Introduction

On March 19, 2022, the Tenants made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking a Monetary Order for the cost of emergency repairs pursuant to Section 33 of the *Act*, seeking a rent reduction pursuant to Section 65 of the *Act*, seeking a repair Order pursuant to Section 32 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, seeking authorization to change the locks pursuant to Section 31 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Tenants attended the hearing, with M.R. attending as an agent for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of documents and evidence was discussed. However, after lengthy submissions were made by both parties, they eventually turned their minds to a settlement.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties, and they agreed as follows:

1. The Notice of March 15, 2022 is cancelled and of no force or effect. This is a moot point anyways, as the Tenants gave up vacant possession of the rental unit on April 30, 2022.
2. The Tenant must pay to the Landlord the amount of **\$774.20**, which is calculated as March 2022 rent less the cost of the mould inspection report (\$1,295.00 - \$520.80).
3. The Landlord may keep the security deposit (\$647.50) and pet damage deposit (\$647.50) to apply towards April 2022 rent.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing and that they would no longer be seeking claims against each other with respect to this tenancy.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute. As well, this concludes all matters, and the parties are precluded from making any other Applications against the other party with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement above, I provide the Landlord with a conditional Monetary Order

in the amount of **\$774.20** if condition two is not satisfactorily complied with. This Order is only enforceable if the Tenants fail to comply with condition two set forth in the settlement above. The Order must be served on the Tenants by the Landlord. Should the Tenants 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: July 11, 2022

Residential Tenancy Branch