



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL-4M, PSF, RP, OLC

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which they applied to cancel a Four Month Notice to End Tenancy for Landlord's Use, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement; for an Order requiring the Landlord to make repairs, and for an Order requiring the Landlord to provide services or facilities. As the Tenants acknowledge that they were not served with a Four Month Notice to End Tenancy for Landlord's Use, there is no need to consider the application to cancel that Notice.

The female Tenant stated that on August 26, 2022 the Dispute Resolution Package was sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

On August 07, 2022 the Tenants submitted evidence to the Residential Tenancy Branch. The female Tenant stated that this evidence was not served to Landlord. As this evidence was not served to the Landlord. It was not accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Preliminary Matter

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the Landlord's proper name, which appears on the first page of this decision.

Issue(s) to be Decided:

Is there a need to issue an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement; an Order requiring the Landlord to make repairs; or an Order requiring the Landlord to provide services or facilities?

Background and Evidence:

The parties discussed various issues in regard to this living arrangement, including that the Landlord agreed the Tenants could move into the "barn", with the understanding that the Tenants would repair the building at their own expense.

Details of the testimony provided during the hearing are not being summarized here, as the parties were able to reach a settlement agreement.

The Landlord and the Tenants mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The Landlord will purchase a trailer for the Tenants, for \$5,000.00;
- The Tenants will fully vacate the property, which includes moving their personal items from the property, within one week of the Landlord purchasing a trailer for them.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and both Tenants clearly indicated their intent to resolve these proceedings under these terms.

The Landlord and each Tenant acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and each Tenant each acknowledged that they understood the agreement was final and binding.

Analysis:

All issues in disputed at these proceedings have been settled by the parties in accordance with the aforementioned terms.

Conclusion:

All issues in disputed at these proceedings have been settled by the parties in accordance with the aforementioned terms.

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: January 05, 2023

Residential Tenancy Branch