



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, MNDCT, DRI, RR, PSF, LRE, LAT, OLC, OT, FFT

Introduction

This hearing dealt with the tenants' application filed on January 10, 2023, and five amendments filed between January 13, 2023 and February 3, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 10, 2023 and effective January 20, 2023 ("10 Day Notice"), pursuant to section 46;
- a monetary order of \$6,000.00 for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order regarding a disputed additional rent increase of \$2,350.00, pursuant to section 43;
- 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;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- other relief, identified as authorization to obtain a return of the tenants' security deposit of \$450.00, pursuant to section 38;
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

“Tenant HK” and the “landlord” named in this application did not attend this hearing. The landlord’s three agents, “landlord JSD,” “landlord AD,” and “landlord SM,” and tenant HS (“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 46 minutes total. This hearing began at 1:30 p.m. and ended at 2:16 p.m. The tenant called in late at 1:33 p.m. Landlord JSD called in late at 2:03 p.m.

All hearing participants confirmed their names and spelling. Landlord AD provided her mailing address, and the tenant provided his email address, for me to send this decision to both parties after the hearing.

Landlord AD and landlord JSD confirmed that the landlord owns the rental unit. They both confirmed that they both had permission to represent the landlord at this hearing. Landlord AD said that she is the landlord’s daughter. Landlord JSD said that he is the landlord’s husband. Landlord AD and landlord JSD confirmed that landlord SM had permission to represent them and the landlord, as an agent, at this hearing. Landlord AD provided the rental unit address.

The tenant confirmed that he had permission to represent tenant HK, who he said is his wife, at this hearing (collectively “tenants”).

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

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

At the outset of this hearing, the tenant affirmed that the tenants vacated the rental unit on February 20, 2023. He stated that the tenants did not want to pursue the claims in this application, which relate to an ongoing tenancy. I informed him that these portions of the tenants’ application were dismissed without leave to reapply. He affirmed his

understanding of same. He said that the tenants were only pursuing their monetary claims at this hearing.

Preliminary Issue – Service of Documents

Landlord AD and landlord SM both confirmed receipt of the tenants' application for dispute resolution and notice of hearing. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenants' application and notice of hearing.

Landlord SM stated that he did not receive any evidence from the tenants. Landlord AD said that the landlord received evidence from the tenants, but she did not have it in front of her during this hearing.

The tenant stated that he served the tenants' evidence to the landlord and landlord SM by WhatsApp messages on February 10, 2023. He said that he could tell that they received the evidence because it showed two blue checkmarks. He said that the RTB told him that he could serve by WhatsApp messages if he could prove service.

I do not find it necessary to record findings about service of the tenants' evidence to the landlord. I was not required to consider the tenants' evidence or make a decision on the merits of this application because both parties voluntarily settled this application at 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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenants \$1,500.00 total, by February 28, 2023, by way of e-transfer;
 - a. During this hearing, both parties confirmed the tenants' two email addresses, to facilitate the above e-transfer;

2. The landlord agreed that all of her notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application, including the security deposit and the \$100.00 filing fee, and any issues arising out of this tenancy;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her claims for unpaid rent and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. 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 and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 46-minute hearing. Both parties were provided with ample time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

Conclusion

The tenants' application to cancel the landlord's 10 Day Notice, an order requiring the landlord to provide services or facilities required by law, an order restricting the landlord's right to enter the rental unit, authorization to change the locks to the rental unit, and an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement, is dismissed without leave to reapply.

All of the landlord's notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect. The landlord is not issued an order of possession.

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

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary Order in the tenants' favour in the amount of \$1,500.00. 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 \$1,500.00 as per condition #1 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: February 24, 2023

Residential Tenancy Branch