



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, DRI, OLC

Introduction

This hearing dealt with the tenants' application, filed on October 17, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated October 10, 2022, effective November 30, 2022 ("1 Month Notice"), pursuant to section 47;
- an order regarding a disputed additional rent increase of \$1,200.00, pursuant to section 43; and
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62.

The landlord, the landlord's lawyer, and the two tenants, tenant PG ("tenant") and "tenant JG," 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 29 minutes from 11:00 a.m. and 11:29 a.m.

All hearing participants confirmed their names and spelling. The landlord's lawyer and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that he owns the rental unit. He provided the rental unit address. He said that his lawyer had permission to represent him at this hearing. He identified his lawyer as the primary speaker for the landlord at this hearing.

The tenant identified himself as the primary speaker for the tenants at this hearing and tenant JG agreed to same.

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

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. 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.

The landlord’s lawyer confirmed receipt of the tenants’ application for dispute resolution hearing package. The tenant confirmed receipt of the landlord’s evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenants’ application and both tenants were duly served with the landlord’s evidence.

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 August 31, 2023, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 1 Month Notice, dated October 10, 2022, effective November 30, 2022, is cancelled and of no force or effect;
3. Both parties agreed to abide by section 29 of the *Act* for the remainder of this tenancy;
 - a. Both parties agreed that the landlord is entitled to do repairs to the rental unit, if he provides the tenants with at least 24 hours’ notice first;
 - b. The tenants agreed to provide access to the rental unit for the landlord to do repairs, provided that proper notice is given by the landlord first;

4. Both parties agreed that the landlord is entitled to continue to freely access the storage room at the lower level of the property, without providing the tenants with any notice, as per the parties' tenancy agreement;
5. Both parties agreed that the landlord will not undertake repairs to the balcony at the property, except for emergency repairs, and the tenants will not access the balcony, for the remainder of this tenancy;
6. The landlord agreed to pay the tenants \$816.00, by way of a cheque, within 48 hours of the tenants vacating the rental unit;
7. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their entire application.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 29-minute hearing. Both parties were provided with ample time during this hearing to think about, discuss, negotiate, and decide about the above settlement terms.

The landlord was given additional time to discuss the above settlement privately with his lawyer, 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 this hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2023, as per condition #1 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated October 10, 2022, is cancelled and of no force or effect.

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 \$816.00. 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 \$816.00, as per condition #6 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 27, 2023

Residential Tenancy Branch