



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, OLC, LRE, FF, O

Introduction

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

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Landlord's Use (the 2 Month Notice) pursuant to section 66;
- cancellation of the landlord's 2 Month Notice pursuant to section 49;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72; and
- an "other" remedy.

The tenant EC appeared. The tenant EC confirmed that he had authority to act on behalf of the tenant EU. The landlord appeared.

The tenant EC explained that the other remedy related to orders in respect of a barking dog, the landlord's spouse knocking on the door to and the windows of the rental unit, and requests regarding the bathroom light.

The tenant EC and the landlord both agree that the tenant EC received the 2 Month Notice on 1 April 2015. On the basis of this evidence, I am satisfied that the tenants were served with the 2 Month Notice pursuant to section 88 of the Act on 1 April 2015.

In the course of the hearing the parties were able to agree to an end to this tenancy.

Analysis

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The tenants agreed to provide possession of the rental unit to the landlord on or before five o'clock in the evening on 31 May 2015.
3. The tenants and landlord agree that the condition move-out inspection will commence at four o'clock in the afternoon on 2 June 2015.
4. The tenants and landlord agree that the tenants were entitled to withhold rent due 1 May 2015 as compensation pursuant to subsection 51(1.1).
5. The landlord agrees that the tenants will not have to replace three lightbulbs in the rental unit:
 - a. one lightbulb in the bathroom vanity;
 - b. one lightbulb in the hallway; and
 - c. one lightbulb in the second bedroom.
6. The landlord acknowledges that she is aware of the leak in the kitchen ceiling and does not hold the tenants responsible for that damage.
7. The landlord agrees to pay to the tenants \$25.00.

The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

Conclusion

The tenants' application is withdrawn.

The monetary order is to be used if the landlord does not pay \$25.00 to the tenants in accordance with their agreement. The tenants are provided with this order in the above terms and the tenants should serve the landlord with this order so that it may enforce it in the event that the landlord does not pay the amount as set out in their agreement. 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 attached order of possession is to be used by the landlord if the tenant(s) do(es) not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant(s) with this order so that she may enforce it in the event that the tenant(s) do(es) not vacate the premises by the time and date set out in their agreement. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: May 21, 2015

Residential Tenancy Branch

