



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, RP, RR

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated August 31, 2016 ("2 Month Notice"), pursuant to section 49;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to perform repairs to the rental unit, pursuant to section 33; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties 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 17 minutes in order to allow both parties to fully negotiate a settlement of a portion of this claim.

Preliminary Issue – Adjournment Request and Dismissal of a Portion of Application

At the outset of the hearing, the tenant requested an adjournment of the hearing. She stated that she had returned from the hospital around 7:00 p.m. on the night before this hearing and that she had to return on the day of this hearing in order to have an ultrasound.

The tenant said that she was planning to move out of the rental unit and to pay the landlord for rent. She confirmed that she wished to settle these issues with the landlord at this hearing. Accordingly, as both parties agreed to settle a portion of the tenant's application, I enforced the settlement, as noted below.

The tenant stated that she was unable to proceed with the remainder of her application for a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement; an order for the landlord to perform repairs to the rental unit; and an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. The tenant said that she may not pursue these claims in the future. As advised to both parties during the hearing, I dismissed these portions of the tenant's application with leave to reapply.

Analysis

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 or an order. 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 January 1, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord's 2 Month Notice, dated August 31, 2016, is cancelled and of no force or effect;
3. Both parties agreed that the tenant is entitled to one month's free rent compensation, pursuant to section 51 of the *Act* and the landlord's 2 Month Notice, on the following term:
 - a. The tenant will not be required to pay any rent to the landlord for the period from October 1 to 31, 2016;
4. Both parties agreed that the tenant will pay the landlord \$900.00 for November 2016 rent by November 14, 2016;
5. Both parties agreed that the tenant will pay the landlord \$900.00 for December 2016 rent by December 1, 2016;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of a portion of the tenant's application at this hearing.

These particulars comprise the full and final settlement of a portion of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles a portion of this dispute.

The tenant testified that she was of sound mind in order to make this settlement agreement at this hearing.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 1, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 1, 2017. Should the tenant 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 2 Month Notice, dated August 31, 2016 is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$900.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by condition #4 of the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by condition #4 of the above agreement. Should the tenant 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 tenant's application for a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement; an order for the landlord to perform repairs to the rental unit; and an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, is dismissed with leave to reapply.

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: November 09, 2016

Residential Tenancy Branch