



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1174106 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, CNL, OLC, RP, PSF, LRE, AAT, FFT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 6, 2019 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated October 11, 2019 ("1 Month Notice"), pursuant to section 47;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated September 14, 2019 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation*, or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order allowing access for the tenants and the tenants' guests, pursuant to section 70; and
- authorization to recover filing fee for this application, pursuant to section 72.

"Tenant AGS" and "tenant AK" did not attend this hearing, which lasted approximately 37 minutes. The landlord's agent ("landlord"), the landlord's articulated student agent ("landlord's articulated student"), "tenant ADS," and tenant LD ("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. The tenant and tenant ADS

both confirmed that they had permission to represent tenant AGS and tenant AK at this hearing (collectively “tenants”). The landlord confirmed that she is the daughter of the owner of the rental unit and that she had permission to represent him at this hearing. The landlord also confirmed that her articulated student had permission to represent the landlord and owner at this hearing.

The landlord’s articulated student confirmed receipt of the tenants’ application for dispute resolution hearing package and the tenant confirmed receipt of the landlord’s evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants’ application and the tenants were duly served with the landlord’s evidence package.

The tenant confirmed receipt of the landlord’s 2 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenants were duly served with the landlord’s 2 Month Notice. The effective date on the notice is November 30, 2019. Both parties agreed that the reason on the 2 Month Notice is: *All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.*

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 November 28, 2019, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord’s 2 Month Notice, dated September 14, 2019;
3. The landlord agreed that the tenants are 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 tenants are not required to pay any rent to the landlord for the period from November 1 to 30, 2019;
4. The landlord agreed that the landlord's 10 Day Notice, dated October 6, 2019, 1 Month Notice, dated October 11, 2019, and 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated July 13, 2019 ("4 Month Notice") are all cancelled and of no force or effect;
5. The landlord agreed to bear the cost of the \$137.00 fire alarm fee issued on July 25, 2019;
6. The tenants agreed to provide access to the laundry room for the landlord to complete repairs by November 15, 2019;
7. The landlord agreed to provide access to the laundry room and hot water at the rental unit, to the tenants, for the remainder of this tenancy;
8. Both parties agreed that there will be no other tenants residing in the rental unit except for the tenant and her son, for the remainder of this tenancy;
9. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
10. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

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.

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(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 28, 2019. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on November 28, 2019. 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.

I order that the tenants are not required to pay any rent to the landlord for this tenancy from November 1 to 30, 2019, pursuant to section 51 of the *Act* and the landlord's 2 Month Notice, dated September 14, 2019, which is in full force and effect.

The landlord's 10 Day Notice, dated October 6, 2019, 1 Month Notice, dated October 11, 2019, and 4 Month Notice, dated July 13, 2019 are cancelled and of no force or effect.

The landlord must bear the cost of the \$137.00 fire alarm fee issued on July 25, 2019.

I order the tenants to provide access to the laundry room for the landlord to complete repairs by November 15, 2019.

I order the landlord to provide access to the laundry room and hot water at the rental unit, to the tenants, for the remainder of this tenancy.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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 08, 2019

Residential Tenancy Branch