

## RECORD OF SETTLEMENT

Dispute Codes      OLC, RP, RR, FF, O

### Introduction

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

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the unit pursuant to section 33;
- an order to be allowed to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended this face-to-face hearing in the Burnaby Office of the Residential Tenancy Branch. The parties agreed that the tenant handed his application for dispute resolution to the landlord on December 23, 2010. I am satisfied that the tenant served his application in accordance with the *Act* and that both parties served their evidence to one another in accordance with the *Act*.

At the hearing, the parties discussed the issues in dispute, sought a compromise and agreed to settle **all** issues in dispute on the following terms:

- The tenant agreed that the landlord has completed the replacement of carpeting in the rental unit in accordance with the provisions of their October 28, 2010 settlement of a previous dispute before the Residential Tenancy Branch.
- The landlord agreed to repair the tenant's kitchen shelves by January 15, 2011.
- The landlord agreed to repaint and repair to the extent possible spots on the ceiling that remain from the landlord's previous repair and repainting of the tenant's ceiling by January 15, 2011.
- The tenant agreed that he is presently limited to one outside parking space which is not in a secure and controlled access parking area of the rental property.

- The landlord agreed to rent to the tenant the next indoor parking space that becomes available at the rental property in the secure and controlled access parking area. This space is to be rented to the tenant on a month-to-month basis at the rate that is current at that time. This space will replace the existing outdoor parking space that the landlord currently makes available to the tenant.
- The tenant agreed that when he obtains a parking space in the indoor secure and controlled access parking area he will use that space for his personal vehicle which he will keep licensed and insured. The tenant also agreed that when he obtains a parking space in the indoor secure and controlled access parking area, he will relinquish his current outside parking space.
- The landlord and the tenant agree to finalize the contractual agreement drafted by the landlord for the large storage room identified in their October 28, 2010 settlement agreement and sign this agreement by January 15, 2011. In this agreement, the landlord agreed to allow the tenant to rent 80% of the large storage room for the first six months and 60% of that room thereafter for a total period of two years. The landlord agreed to allow the tenant to end this storage agreement with one month's written notice to the landlord.
- The tenant agreed that this Record of Settlement resolves **all** outstanding repair and renovation issues he has raised with respect to this tenancy.

Prior to agreeing to these terms, I offered the tenant an opportunity to consult privately with his advocate to ensure that he properly understood these terms and discussed them with his advocate. The tenant and his advocate met privately. Upon returning, the tenant and his advocate agreed that the tenant understood these terms and was in agreement with the compromise achieved with the landlord.

As the parties have settled this matter, the tenant is responsible for bearing the cost of his filing fee.

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*.