

DECISION

Dispute Codes CNC, MNR, MNDC, OLC, RP, RR, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a Notice to End Tenancy – Section 47;
2. A Monetary Order for cost of emergency repairs – Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order compelling the Landlord to comply with the Act - Section 62;
5. An Order compelling the Landlord to make repairs to the unit – Section 32;
6. An Order allowing the Tenant to reduce rent for services/facilities agreed upon but not provided – Section 65; and
7. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing, the Tenant clarified that the second named applicant is the Tenant, previously named. During the Hearing, both Parties indicated their desire to reach an agreement to resolve the dispute and during the Hearing did reach a settlement agreement.

Agreed Facts

The tenancy began on June 1, 2012. Rent in the amount of \$1,095.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit of \$547.50 and a pet deposit of \$300.00.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the Parties desire to settle their dispute during the proceedings, and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The tenancy will end on or before August 15, 2012;**
- 2. No rent is payable for August 2012;**
- 3. The Landlord will reimburse the Tenant \$68.62 for the costs of plumbing repairs done by the Tenant;**
- 4. Provided that the unit is reasonably clean and undamaged on the day of move-out, the Landlord will issue a full refund of the security and pet deposit on the day of move-out; and**
- 5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Conclusion

The Parties have resolved the dispute as set out above on the mutually agreed upon terms.

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: July 31, 2012.

Residential Tenancy Branch