



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLED AGREEMENT

Dispute Codes RP, OLC, RR, PSF, MNDC FF

Introduction

This was the reconvened hearing dealing with the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss, an order requiring the landlord to make repairs, for an order requiring the landlord to comply with the Act, for an order allowing a reduction in rent, an order requiring the landlord to provide services or facilities required by law, and for recovery of the filing fee.

This hearing was originally convened on September 27, 2012, and was adjourned to November 7, 2012, due to the length of the testimony in the first hearing. The hearing on November 7, 2012, was adjourned to December 11, 2012, due to the medical condition of the tenant. The hearing on December 11, 2012, was adjourned to the present date due to one of the landlord's agent being out of the country on a pre-planned vacation.

The parties appeared and each representative submitted some of their respective positions.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

Issue(s) to be Decided

Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The landlord agrees to pay the tenants \$1000.00, which the tenant has elected to redeem by withholding this amount from their next monthly rent payment;
2. The tenant agrees that the payment of the \$1000.00 is in full and final settlement of the issues listed in their application for dispute resolution and

- that they will not pursue any further action against the landlord regarding these issues;
3. The tenant is aware that should the tenants continue to occupy the rental unit beyond the end date of the fixed term, April 30, 2013, the tenancy converts to a month to month tenancy and that they are obligated to notify the landlord of their intent to vacate as required under the Act, which is one clear calendar month's advance notice;
 4. The landlord has agreed that should the tenants find alternate accommodations prior to the end of the fixed term, April 30, 2013, the tenants are allowed to vacate prior to that time without penalty, with one clear calendar month's advance notice; and
 5. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenants' application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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* and is being mailed to both the applicant and the respondent.

Dated: January 18, 2013

