



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REALTY EXECUTIVES ECO WORLD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

LANDLORD: OPR, MNR, MNSD, MNDC

TENANT: CNR, MNR, MNDC, ERP, RP RR, FF

### **Introduction**

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking to end the tenancy and an Order of Possession, a monetary order for unpaid rent, for compensation for damage or loss under the Act, the regulations or the tenancy agreement and to retain the Tenant's security deposit.

The Tenant filed seeking an order to cancel the Notice to End Tenancy, a monetary order for compensation for damage or loss under the Act, regulations or the tenancy agreement, for the costs of emergency repairs, for emergency repairs and general repairs, for a rent reduction and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenant were done by registered mail on August 30, 2013, in accordance with section 89 of the Act.

Service of the hearing documents by the Tenant to the Landlord were done by personal delivery on August 20, 2013 in accordance with section 89 of the Act.

The Tenant and the Landlord confirmed that they had received the other party's hearing packages.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The Tenant agrees to pay the rent on time and in full each month. The rent is \$3,000.00 per month payable on the first of each month. The Parties agreed the rent payment would be made by direct deposit by the Tenant to the Landlord's bank account.

2. The parties agreed that any repairs done to the property would be pre-authorized by the Landlord and the owner of the property in writing and if a repair was authorized and the Tenant incurred expenses to do the repair the Landlord would reimburse the Tenant by cheque as indicated in the pre-authorization of the repair.
3. Both parties agreed the tenancy would continue as stated in the tenancy agreement and the addendum to the tenancy agreement.
4. The Tenant agreed to pay the Landlord \$100.00 in late fees representing late rent payments for August and September, 2013. The Landlord agreed to waive the late fee of \$50.00 for June, 2013.
5. Both parties agreed to withdraw their current applications with the Residential Tenancy Branch as the above settlement agreement has satisfied both parties in full. The Tenant said she is withdrawing her application dated August 20, 2013. The Landlord said they are withdrawing their application dated August 30, 2013.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenants agreed to the above arrangement.

As no further action is required on this file, the file is closed.

### Conclusion

Both parties withdrew their applications.

Both parties agree to the above settlement agreement.

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: October 01, 2013

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Residential Tenancy Branch