



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, ERP, OLC, RP, PSF, RR

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the following issues:

- For the cost of emergency repairs;
- For money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement;
- For the landlord to provide services or facilities required by law;
- To allow the tenant to reduce rent for repairs, services, facilities agreed upon but not provided;
- For the landlord to make emergency repairs for health or safety reasons and other repairs to the unit, site or property; and
- For the landlord to comply with the Act, regulation or tenancy agreement.

The Tenant and the Landlord appeared for the hearing. However, due to language problems the Landlord was represented by his agent who made submissions on his behalf; the Landlord did not testify during the hearing and the Landlord’s agent called a witness who provided affirmed testimony during the hearing.

No issues were raised by the parties in relation to the service of the Notice of Hearing documents by the Tenant to the Landlord.

The Tenant had submitted written evidence in advance of the hearing but the Landlord only confirmed receipt of the written evidence that had been served with the Notice of Hearing documents and not the additional written evidence which was claimed to be served by the Tenant to the Landlord in June, 2014. The Tenant testified that he personally served it to the Landlord with a witness; however, when the Tenant was asked to produce this witness, the Tenant submitted that the witness was unavailable.

Under the circumstances I explained to the Tenant about the difficulties in using his written evidence without satisfying me that he had served a copy to the Landlord. However, the Tenant wanted to continue with the hearing in the absence of his written evidence which I then proceeded to not consider during the hearing.

The Landlord's agent and Tenant made a number of lengthy submissions during the hearing and provided contradictory evidence in relation to the Tenant's Application and a claim by the Landlord's agent that the Tenant had not paid rent in February, 2014 in the amount for \$175.00.

During the hearing, the parties agreed that the relationship between them had become frustrated and that it was in the interest of both parties to end the tenancy through a mutual agreement in full satisfaction of the Tenant's Application.

Analysis & Conclusion

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 or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

Both parties agreed to settle the Tenant's Application under the following terms:

1. The Landlord's agent and Tenant agreed to end the tenancy on **July 15, 2014** at which point the Tenant will vacate the rental suite.
2. The Landlord is issued with an Order of Possession effective for this date which is enforceable **if** the Tenant fails to vacate the rental unit on the agreed date.
3. The Landlord agreed that if the Tenant leaves in accordance with the above conditions and leaves the rental suite undamaged, the Landlord will not pursue the \$170.00 outstanding rent payable by the Tenant to the Landlord.
4. The Landlord and Tenant agreed to meet at a mutually agreed time in order to document the current condition of the rental suite.
5. If the Tenant fails to leave the rental suite undamaged at the end of the tenancy, the Landlord is at liberty to make a monetary claim for damages to the rental unit.

This agreement is fully binding on the parties.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **at 1:00 pm on July 15, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court **if** the Tenant fails to vacate the suite.

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: June 13, 2014

Residential Tenancy Branch

