



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC RP

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement, and to make repairs to the unit, site or property.

The tenant, an advocate for the tenant, and an agent for landlord (the "agent"), and a building manager for the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that on **Monday, July 28, 2014 at 10:00 a.m.**, the landlord agent "AA" will pick up the tenant and transport the tenant to and from the proposed new rental unit to determine if the tenant will consider moving into the proposed new rental unit.
2. If the tenant agrees to move into the proposed rental unit, the landlord agrees to ensure the tenant is able to move without a full month's written notice as soon as practicable.
3. If the tenant decides to remain in the current rental unit, the tenant reserves the right to re-apply and withdraws his application in full in the mean time.
4. The landlord agrees to arrange for either "KG" or "IS" to attend and inspect the tenant's toilet seal to determine if there is a leak **on or before Thursday, July 24, 2014 by 5:00 p.m.** The tenant waives his right to 24 hours prior written notice for a landlord agent to enter the rental unit to address this condition only and on a one-time basis only.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 22, 2014

Residential Tenancy Branch

