



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DAVID BURR LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, ERP, RP, RR, FF

Introduction

This hearing was convened in relation to the tenants' application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing. The landlord was represented by its agent, who confirmed that he had authority to act on behalf of the landlord.

No issues with service were raised by either party.

In the course of the hearing the parties reached a settlement in respect of this dispute.

Analysis

Pursuant to section 63 of the Act, an 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 their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw the 10 Day Notice.
3. The tenant agreed to provide proof of withdrawal of July's rent from the tenant's bank account to the landlord on 15 September 2016.
4. The tenant agreed to set up direct debit rent payment on 15 September 2015.
5. The landlord agreed to repair the leak in the roof on or before 31 October 2015.
6. The landlord and tenant agreed that a contractor would attend at the rental unit on 15 September 2015 to assess the required remediation.
7. The landlord and tenant agreed that the repairs recommended by the contractor would be carried out on a mutually agreed to timetable.
8. The landlord agreed that the tenant will not pay outstanding rent for July and September in the total amount of \$2,000.00 as compensation for the outstanding repairs.

The agent confirmed he had authority to bind the landlord to this settlement agreement. Each party stated that he understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn. The landlord's 10 Day Notice is cancelled. The parties will abide by the terms of the above settlement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: September 10, 2015

Residential Tenancy Branch

