



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON WEST COAST REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR PSF RR O FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 46; an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; an order to the landlord to provide services or facilities required by law pursuant to section 65; an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Both parties confirmed receipt of the other's materials. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in March 1, 2016 as a fixed term with a rental amount of \$2000.00 payable on the first of each month. The landlord testified that she continues to hold a \$1000.00 security deposit paid by the tenant at the outset of this tenancy.

The tenant testified, supported by documentary evidence regarding several requests for repairs to the rental unit. At this hearing, she testified that most of those repairs have now been completed by the landlord. The landlord testified that the tenant withheld a portion of rent during negotiations for repairs and that the tenant still owes a portion of one month's rent. Both parties agreed that a resolution could be reached, allowing the tenancy to continue.

Analysis

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to pay the landlord \$500.00 by July 31, 2016 at 1:00 pm as full and complete payment for outstanding rent.
2. The landlord agreed to withdraw the Notice to End Tenancy dated June 3, 2016.
3. The landlord agreed to remove an abandoned vehicle from the residential property by July 31, 2016 at 12.00 pm.
4. The landlord agreed to provide a city-issued large green compost bin, a large blue recycling bin and a large black garbage bin for the rental unit by July 31, 2016.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I issue a \$500.00 monetary order to the landlord to be used only in the event that the tenant does not pay \$500.00 to the landlord by July 31, 2016 in accordance with the above agreement.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with the original agreement above and fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: July 13, 2016

Residential Tenancy Branch