



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, PSF, RR, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 2, 2016 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- other unspecified remedies.

The landlord, the landlord's lawyer DS and the landlord's advocate AB (collectively "landlord") and the tenant and her advocate ZP (collectively "tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties confirmed that their advocates and lawyer had authority to speak on their behalf at this hearing. This hearing lasted approximately 100 minutes in order to allow both parties to fully engage in settlement negotiations and to provide the tenant with ample time to consult with her advocate before making a settlement agreement.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application and the tenant was duly served with the landlord's written evidence.

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. 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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to pay the landlord \$950.00 by August 24, 2016;
 - a. The landlord agreed that the above payment satisfies all current outstanding rent for this tenancy, including rent of \$250.00 for May 2016, rent of \$450.00 for August 2016, and the security deposit of \$250.00;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2016, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition #1 of the above settlement. In that event, the landlord's 10 Day Notice, dated July 2, 2016, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on August 26, 2016, if the tenant does not abide by condition #1 of the above settlement;
4. The landlord agreed to reconnect the tenant's shower curtain rod in the rental unit by August 21, 2016;
5. The tenant agreed not to pursue any current or future application against the landlord for a past or future rent reduction;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute, for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The tenant agreed under oath, after lengthy consultations with her advocate during the hearing and warnings from the writer with respect to the consequences of her agreement, that she would not pursue any current or future application against the landlord for a past or future rent reduction. The tenant had not provided any details

regarding the rent reduction claim in her current Application and was not prepared to proceed with it during this hearing.

The tenant did not apply for any other monetary orders against the landlord in her current application. The tenant indicated “other unspecified remedies” in this current Application but she said an advocate completed the Application form on her behalf, so she did not know why that relief was indicated. Accordingly, the tenant is not precluded from pursuing other monetary orders against the landlord in the future, aside from a past and future rent reduction, with respect to this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached two (2) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #1, #2 or #3 of the above settlement. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by conditions #1, #2 or #3 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by condition #1 of the above settlement, I find that the landlord’s 10 Day Notice, dated July 2, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on September 30, 2016.

The tenant’s Application for an order to allow her to reduce rent for repairs, services or facilities agreed upon but not provided, is dismissed without leave to reapply.

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: August 26, 2016

Residential Tenancy Branch

