



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT, OLC, PSF, RP, RR

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Tenant under the *Residential Tenancy Act* (the “Act”) seeking the following:

- Cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”);
- An Order for the Landlord to comply with the *Act*, regulations, or tenancy agreement;
- An Order for the Landlord to provide services or facilities required by the tenancy agreement or law;
- A rent reduction for repairs, services or facilities agreed upon but not provided;
- An Order for the Landlord to complete repairs to the rental unit which have been requested by the tenant in writing; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord and the Tenant. All parties provided affirmed testimony. Neither party raised any concerns regarding the service of documentary evidence.

Preliminary Matters

With the consent of the Landlord, the Tenant withdrew their application seeking a rent reduction for repairs, services or facilities agreed upon but not provided. The Tenant remains at liberty to reapply for this matter.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The agent for the Landlord agrees that the One Month Notice is withdrawn and that the tenancy will continue until it is ended in accordance with the *Act*;

2. The Parties agree that the Tenant will be temporarily relocated to another rental unit in the building in order for repairs to be completed in the bathroom of the Tenant's current rental unit;
3. The agent for the Landlord agrees to provide the Tenant with keys to the temporary rental unit no later than February 14, 2018, at 12:00 P.M.;
4. The agent for the Landlord agrees to allow the Tenant a reasonable amount of time to move their belongings from their current rental unit to the temporary rental unit and to provide a reasonable amount of assistance to do so;
5. The agent for the Landlord agrees to complete the required repairs and have the Tenant's rental unit ready for re-occupation by the Tenant no later than one month (30 days) after the Tenant has vacated the unit;
6. The agent for the Landlord agrees that the Tenant can deduct \$200.00 from their next month's rent in recovery of filing fees;
7. The parties agree that the Landlord's failure to abide by any of the conditions set out in this mutual settlement agreement will give the Tenant cause to file an application for dispute resolution seeking damages; and
8. The Tenant withdraws their Application in full as part of this mutually agreed settlement.

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

Conclusion

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

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: February 9, 2018

Residential Tenancy Branch