



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROGERS COURT SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP RP OLC

### Introduction

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

- an Order directing the landlord to comply with the *Act* pursuant to section 62;
- an Order directing the landlord to make emergency repairs to the rental unit; and
- an Order directing the landlord to reduce rent.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions. The landlord was represented at the hearing by Board of Director member, B.R.

### 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, 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 withdraw all aspects of his application for dispute.
- 2) Both parties agreed to end the tenancy by way of mutual agreement.
- 3) The parties agreed that this tenancy would end at 1:00 P.M. on March 5, 2018.

- 4) The landlord agreed to waive rent for the time period of March 1, 2018 to March 5, 2018.
- 5) Both parties acknowledged that they understood entering a settlement to mutually agree to end the tenancy did not prejudice either party's ability to apply for a return of the security deposit, or to retain the security deposit.
- 6) Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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.

### Conclusion

The landlord shall be granted a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit by 1:00 P.M. on March 5, 2018, the landlord may enforce this Order in the Supreme Court of British Columbia.

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 28, 2018

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Residential Tenancy Branch