



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, PSF, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (an “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking an order restricting or setting conditions on the Landlord’s right to enter the rental unit, and order for the Landlord to provide services or facilities required by the tenancy agreement or law, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant and two agents for the Landlord (the “Agents”). All parties provided affirmed testimony.

At the outset of the hearing the possibility of an adjournment was discussed but ultimately both parties chose to proceed with the hearing as scheduled.

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.

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

1. The parties agreed that the terms of this settlement agreement constitute material terms of the tenancy agreement.
2. The Agents agreed that the Landlord will provide the Tenant with a new fridge no later than 11:59 P.M. on May 11, 2018.
3. The Tenant agreed that if the Landlord provides him with a new fridge no later than 11:59 P.M. on May 11, 2018, he will remove his personally owed fridge from the balcony of the rental unit no later than 11:59 P.M. on May 31, 2018.

4. The parties agreed that if the Landlord fails to provide a new fridge by 11:59 P.M. on Sunday May 11, 2018, the Tenant will keep his fridge on the balcony until such a time as a new fridge is provided by the Landlord and will be entitled to file a claim for any loss of use of the fridge in the rental unit suffered during that time period.
5. As compliance with this settlement agreement constitutes a material term of the tenancy agreement, the parties agreed that if the Landlord provides a new fridge by 11:59 P.M. on Sunday May 11, 2018, and the Tenant fails to remove his personally owed fridge from the balcony of the rental unit by 11:59 P.M. on May 31, 2018, this will constitute cause to end the tenancy for breach of a material term of the tenancy agreement and the Landlord may serve a One Month Notice to End Tenancy for Cause (a "One Month Notice").
6. The Agents agreed that effective immediately, the Landlord will provide the Tenant with a free storage unit in the building until 11:59 P.M. on May 31, 2018, for the purpose of storing his BBQ. The Tenant agreed to move his BBQ from the balcony of his rental unit to the storage unit no later than 11:59 P.M. on May 3, 2018.
7. Both parties agreed that the Tenant must remove the BBQ from the storage unit no later than 11:59 P.M. on May 31, 2018, or he will be charged for the use of the storage unit at a cost of \$40.00 per month, effective April 1, 2018.
8. Both parties agreed that no propane tank shall be stored in the rental unit or the storage unit.
9. The Tenant agreed to remove the two air conditioning units in his rental unit and have the original windows re-installed no later than 11:59 P.M. June 20, 2018. The parties agreed that it is their understanding that the windows remain in the possession of employees of the Landlord and can be re-installed. The Agents agreed that they will provide assistance with the re—installation of the original windows by way of one of the building superintendents no later than 11:59 P.M. on June 20, 2018.
10. As compliance with this settlement agreement constitutes a material term of the tenancy agreement, the parties agreed that if, due to the Tenants own actions or inactions, the air conditioning units are not removed and the original windows are not re-installed by 11:59 P.M. on June 20, 2018, this will constitute cause to end the tenancy for breach of a material term of the tenancy agreement and the Landlord may serve a One Month Notice.
11. The Tenant withdrew 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: May 2, 2018

Residential Tenancy Branch