



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JOMALU HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC AS LAT LRE

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (One Month Notice) pursuant to section 46 of the *Act*;
- an order to suspend or restrict the landlord's right to enter the rental unit, pursuant to section 70 of the *Act*;
- an order for the landlord to comply with the *Act*, regulations, and/or the tenancy agreement, pursuant to section 62 of the *Act*; and
- an order for the landlord to perform repairs, pursuant to section 32 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord's agent T.H. and the Landlord's agent's assistant C.S. attended on the behalf of the corporate landlord and are herein referred to as "the landlord".

As both parties were present, service of documents was confirmed. The tenant served the Notice of Dispute Resolution Proceeding package and evidentiary materials to the landlord by Canada Post registered mail, which was confirmed by the landlord. The landlord personally served the evidentiary materials to the tenant, which was confirmed by the tenant. Therefore, I find that documents for this hearing were served in accordance with section 89 of the *Act*.

Preliminary Issue – Amendment to the Tenant's Application for Dispute Resolution

At the outset of the hearing, the tenant confirmed the spelling of her first name, which was different than the spelling provided on her Application for Dispute Resolution. The landlord's agent confirmed the spelling of the corporate landlord's name, which was different than the spelling provided on the tenant's Application for Dispute Resolution.

Pursuant to my authority under section 64(3)(c) of the Act, I amended the tenant's application:

- to correct the spelling of the tenant's first name, so that the spelling matched the tenant's name as provided to me by the tenant in the hearing; and
- to correct the spelling of the corporate landlord's name.

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. This tenancy will end at 1:00 p.m. on September 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit.
2. The tenant will source a mover and provide the landlord with the required information to enable the landlord to pay the mover directly for the tenant's moving costs up to an amount of \$1,000.00.
3. The tenant will pay her rent for the months of August and September 2018 as per the agreed upon terms of the tenancy agreement and in accordance with the Act.
4. The landlord will provide the tenant with receipts for the rent payments made by the tenant, by noting the receipts with the condition that the payments are "for use and occupancy only".
5. The landlord will return the tenant's \$312.50 security deposit IN FULL, CONTINGENT UPON the tenant adequately repairing the cupboard doors prior to the end of her tenancy. As the tenant has had difficulty finding a tradesperson to complete this repair, the tenant may exercise her option to leave the cupboard doors unrepaired, and in this event, the tenant agrees to a deduction of \$150.00 from her security deposit as compensation to the landlord to undertake the repair. Dependent upon which option is exercised by the tenant, the landlord will return either the full (\$312.50) or partial (\$162.50) amount of the tenant's security deposit by e-transfer at the end of the tenancy on September 30, 2018 at 1:00 p.m.
6. This tenancy ends by way of this settlement and the parties agree that: the landlord's One Month Notice dated May 19, 2018 is cancelled and of no further

force or effect, and the tenant's application for dispute resolution in its entirety is cancelled.

7. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application, the landlord's notice, and all issues currently under dispute at this time, and that they agreed free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit **by 1:00 p.m. on September 30, 2018 or abide by any other term of this settlement agreement**. 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.

Further to this, I issue to the tenant the attached Monetary Order in the amount of \$1,000.00 to be served on the landlord by the tenant **only** if the landlord fails to pay the **tenant's moving costs up to \$1,000.00 per the terms of this settlement**. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the moving costs are less than \$1,000.00, the landlord shall only be held responsible for the actual moving costs charged, in the event that the tenant is required to enforce the Monetary Order.

The landlord's One Month Notice to End Tenancy for Cause, dated May 19, 2018, is cancelled and is of no force or effect.

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 25, 2018

Residential Tenancy Branch