



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Urban Vision Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the Landlord: FFL, MNRL-S, OPR
For the Tenant: CNR, RP

Introduction

This hearing was convened as a result of Applications for Dispute Resolution by both Parties seeking remedy under the *Residential Tenancy Act* (“Act”). On January 14, 2019, the Landlord applied for an order of possession for unpaid rent, for a monetary order for unpaid rent to be applied against the security deposit, and to recover the cost of the filing fee. On December 27, 2018, the Tenant applied to cancel a 10 Day Notice to End the Tenancy for Unpaid Rent (the “10 Day Notice”), and he applied for a repair order.

The Landlord, the Tenant, and the Tenant’s advocate, M.B., attended the teleconference hearing. The hearing process was explained to the Parties and they were given an opportunity to ask questions about the hearing process. Thereafter the Parties were affirmed and provided with the opportunity to present their evidence orally in the hearing. The Parties had the opportunity to provide documentary evidence prior to the hearing.

Both Parties confirmed that they received and had the opportunity to review each other’s Applications for Dispute Resolution and documentary evidence served upon them from the other Party. Neither Party raised any concerns regarding the service of documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (“RTB”) Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary and Procedural Matters

In the hearing, the Tenant withdrew his application for a repair order, as the matter of primary concern to him was repaired by a qualified plumber provided by the Landlord prior to the hearing.

The Parties provided their email addresses at the outset of the hearing, and confirmed their understanding that the decision would be emailed to both Parties.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree that the Landlord will withdraw the 10 Day Notice dated December 21, 2018 that applies to this Application, and another 10 Day Notice dated January 3, 2019, in order to facilitate this Settlement Agreement.
2. The Parties agree that the Tenant intends to move out of the rental unit as soon as possible, but with the objective of moving by March 31, 2019;
3. The Parties agree that the Tenant will not pay the Landlord any rent for February or March 2019. They agree that this represents a final settlement of the monetary order set out in the RTB arbitration decision dated December 10, 2018; that decision states that the "Tenant may reduce his monthly rent payments until such time as the \$2,310.00 is repaid."
4. The Parties agree that if the Tenant is unable to find accommodation by March 31, 2019, that he can stay in the rental unit in until April 30, 2019, as long as he pays rent to the Landlord in full by April 1, 2019.
5. The Landlord agrees to give the Tenant a general reference letter with terms that include: Mr. Leach has been a tenant since March 2018; there have been no police or other incidents during his tenancy; and that he has given the Landlord no cause for concern.
6. The Parties agreed that if the Tenant finds alternate accommodation prior to March 31, 2019, that the Landlord will attempt to help him financially, in lieu of the free rent he would have received through this settlement for March 2019.

7. The Parties agree that the Landlord and her staff will not enter the Tenant's rental unit without his permission or without him being in attendance.
8. The Parties agree that the Landlord may seek an Order of Possession from the Residential Tenancy Branch, based on this Settlement Agreement, if the Tenant has not vacated the rental unit by April 30, 2019, at 1 p.m. at the latest.
9. Both Parties withdraw their Applications in full as part of this mutually agreed settlement.

This Settlement Agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

I do not grant the filing fee, as this matter was resolved by way of a mutually settled agreement during the hearing.

Conclusion

This matter was resolved by way of a mutually settled agreement. I order the Parties to comply with their Settlement Agreement described above.

The filing fee is not granted as indicated above.

This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 21, 2019

Residential Tenancy Branch