



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHRISTINE COUTTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDCT RP RR**

Introduction

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

- A monetary order for damages pursuant to section 67;
- An order for emergency repairs pursuant to section 62; and
- An order to reduce the rent for repairs, services or facilities pursuant to section 65.

During this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement between them and will end on February 28, 2019 at 1:00 PM at which time the tenant and all occupants will have vacated the unit;
- The security deposit of \$448.00 held by the landlord will be dealt with according to the *Act* at the end of the tenancy;

- The landlord agrees to reimburse the tenant on or before 1:00 PM on February 28, 2019 for damages claimed by the tenant in the amount of \$875.00 as a result of water damage to the unit;
- The tenant's application is dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the tenant the attached monetary order requiring the landlord to pay the sum of \$875.00 to the tenant on or before February 28, 2019 at 1:00 PM, to be served upon the landlord **only** if the landlord fails to pay the full amount by that time.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

These terms comprise the full and final settlement of all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

To give effect to the settlement reached between the parties, I issue to the tenant the attached monetary order requiring the landlord to pay the sum of \$875.00 to the tenant on or before February 28, 2019 at 1:00 PM, to be served upon the landlord **only** if the landlord fails to pay the full amount by that time.

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 21, 2019

Residential Tenancy Branch