



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, MNDCT, OLC

Introduction

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

- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- an Order for regular repairs, pursuant to section 32; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62.

Both parties attended and were each given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

Issue(s) to be Decided

1. Is the tenant entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
2. Is the tenant entitled to an Order for regular repairs, pursuant to section 32 of the *Act*?
3. Is the tenant entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?

Analysis/Conclusion

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, engaged in a conversation, 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:

1. The landlord agrees to allow the tenant to immediately change the locks at the subject rental property.
2. The tenant agrees to provide the landlord with a key to the subject rental property on March 4, 2019 at 12:00 p.m.
3. The landlord agrees to attend at the subject rental property on March 4, 2019 at 12:00 p.m. to receive the key for the subject rental property from the tenant.
4. The landlord agrees to pay to the tenant the sum of \$25.00 on March 4, 2019 at 12:00 p.m., for the cost of the new lock.
5. The landlord agrees that the damage done to the front door of the subject rental property was not caused by the tenant and will not impact the return of the tenant's security deposit at the end of the tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

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: March 01, 2019

Residential Tenancy Branch