



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **DRI PSF RR MNDCT**

Introduction

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

- An order to dispute a rent increase pursuant to section 42;
- An order the landlord provide services or facilities required by the tenancy agreement or law pursuant to section 62;
- An order to reduce rent for repairs or services or facilities agreed upon but not provided pursuant to section 65; and
- A monetary order for damages or compensation pursuant to section 67.

The landlord and the tenant JH attended the hearing. As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence. The tenant confirmed receipt of the landlord's evidence. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue – misspelled name

The tenant pointed out that the name of the second tenant was misspelled on his application. Both parties agreed that the second tenant's name should appear as it does on the cover page of this decision. In accordance with Rule 4.2 of the Residential Tenancy Branch Rules of Procedure, the second tenant's name was amended to reflect the correct name.

Settlement

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:

1. This tenancy will end on March 31, 2019 by means of a previously signed mutual end to tenancy.
2. On a mutually agreeable date, the landlord will move his truck with snowplow to allow the tenant access to move out.
3. The landlord will pay to the tenant JH the amount of \$300.00 in full and final settlement of the tenants' application.
4. The landlord is to provide the tenant JH with a cheque in the amount of \$300.00 on or before March 31, 2019 and no later than during the final move-out condition inspection taking place that day.
5. This settlement comprises the full and final settlement of the tenants' application.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of \$300.00.

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 11, 2019

Residential Tenancy Branch