



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for early termination of the tenancy and an order of possession, and to recover the cost of his \$100.00 Application filing fee.

The Landlord and an agent for the Tenant, R.R. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlord and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I 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

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 and any orders sent to the appropriate Party.

The background to this situation goes back two years, according to the Landlord. He said the Tenant flooded the bathroom sink, left water running and the water seeped out and into the walls below. The Landlord said that insurance covered the temporary clean-up, and that the Landlord had to pay the deductible on that. The Landlord said they put fans in the rental unit to dry it out temporarily; however, the Landlord said that the rental unit needs further remediation, which the Tenant has not allowed to happen for the last two years.

The Landlord said: "They're not allowing it to happen, because they want me to put them up in a hotel while the work happens. The bathroom will not be useable for three

weeks. I offered to deduct the rent proportionally and to provide a portable toilet, but they want to be put up in a hotel. There's nothing in insurance for that."

The Agent said that the Tenant and her son need to go to work and school, and therefore, they need access to a bathroom, not just a portable toilet. The Agent said that the Tenant and her son could move elsewhere for the remediation period and that the Agent could stay in the rental unit and use a portable toilet.

Settlement Agreement

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

1. The Parties agree to mutually withdraw the One Month Notice to End Tenancy for Cause dated July 12, 2019.
2. The Landlord withdraws this Application in full, as part of this mutually settled agreement.
3. The Parties agree that the remediation company will attend the rental unit on August 29, 2019, to do an assessment.
4. The Parties agree that the remediation work will start on September 2, 2019.
5. The Landlord agrees to provide a portable toilet to the rental unit by September 2, 2019.
6. The Parties agree that the remediation process will last for three weeks, starting on September 2, 2019.
7. The Parties agree that the Tenant will pay a reduced rent of \$275.00 for September for the inconvenience of the remediation work.
8. The Parties agree that the rent for the remainder of the tenancy will be \$1,100.00 per month due by October 1, 2019.
9. The Parties agree that the tenancy ends on November 1, 2019 at 1:00 p.m.
10. The Parties agree that the Landlord will get an Order of Possession for November 1, 2019 at 1:00 p.m. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Settlement Agreement was reached in accordance with section 63 of the 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.

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

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this settlement agreement and based on the above, I hereby order that the One Month Notice to End Tenancy for Cause dated July 12, 2019 is cancelled and is of no force or effect.

In addition, in support of the settlement described above, and with agreement of both Parties, I grant the Landlord an **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, if the Tenant fails to vacate the rental unit by November 1, 2019 at 1:00 p.m.

I order the Parties to comply with their Settlement Agreement described above.

The filing fee is not granted, as indicated above.

The tenancy shall continue until ended in accordance with the Act and this Settlement Agreement. 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: August 20, 2019

Residential Tenancy Branch