



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT OLC RR**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to comply with the *Act*, regulations, and/or tenancy agreement pursuant to section 62;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

CC and YC attended as agents for the landlords ("the landlord"). The tenant attended.

No issues of service were raised. I find each party served the other in accordance with the act.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 72 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of 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 agreed as follows:

1. The tenancy between the parties will end at 1:00 PM on December 31, 2019, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. Upon the tenant providing vacant possession pursuant to section 1, the landlord shall forthwith pay to the tenant the sum of \$17,000.00 which includes reimbursement of the security deposit of \$1,700.00 which the tenant paid at the beginning of the tenancy.
3. The tenant is not required to pay rent to the landlord for the months of November and December 2019.
4. Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

1. I issue to the landlord an Order of Possession dated December 31, 2019 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

Should the landlord be required to service this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

2. I issue to the tenant a Monetary Order of \$17,000.00 dated December 31, 2019 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

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

1. I issue to the landlord an Order of Possession dated December 31, 2019 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

Should the landlord be required to service this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

2. I issue to the tenant a Monetary Order of \$17,000.00 dated December 31, 2019 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

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: October 28, 2019

Residential Tenancy Branch