



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, OT, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant(s) seeks the following:

- a. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- b. An order for other relief
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the Tenant(s) are entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- b. Whether the Tenant(s) are entitled to an order for other relief?
- c. Whether the Tenant(s) are entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on December 1, 1998. The tenancy agreement provided that the tenant(s) would pay rent of \$640 plus \$20 for parking per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$320 at the start of the tenancy. The present rent is \$971 per month payable in advance on the first day of each month.

On August 1, 2019 the tenant experienced a grease fire which she extinguished on her own. However, it caused damage to the stove, cupboards and other portions of the rental property. The tenant testified that the fire alarm did not work and this delayed the extinguishment of the fire.

On August 2, 2019 the tenant signed a Mutual Agreement to End the Tenancy that stated it was to be effective on September 30, 2019. The tenant submits this should be declared as unenforceable.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on December 31, 2019.
- b. The parties request that the arbitrator issue an Order of Possession for December 31, 2019.
- c. The landlord agrees to waive the rent for December 2019.
- d. In addition the landlord shall pay to the Tenant the sum of \$500 for moving expenses.
- e. The tenant forfeits her claim to the security deposit to cover the costs caused by the fire.
- f. The landlord agrees that should a future landlord contact him seeking a reference he shall confirm to that prospective future landlord that the tenant has paid the rent on time during the tenancy.

Order of Possession:

As a result of the settlement I granted an Order of Possession effective December 31, 2019. I dismissed the claim to recover the cost of the filing fee as that was not part of the settlement.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

This decision is final and binding on the parties.

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