



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAIN STREET EQUITY CORP. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, FFT

### Introduction

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

- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's three agents, landlord MM ("landlord"), "landlord XS," and "landlord PR," and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 30 minutes.

The landlord confirmed that he was the regional manager for the landlord company named in this application, landlord XS was the current manager, and landlord PR was the former manager, and that all agents had permission to speak on behalf of the landlord company at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

### Settlement Terms

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 and orders. 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 at this time:

1. Both parties agreed that this tenancy will end by 12:00 p.m. on January 31, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenant is not required to pay the lease breaking fee of \$350.00 or any future rental losses to the landlord;
  - a. the landlord agreed that the landlord will not pursue the tenant for any of the above claims in the future at the Residential Tenancy Branch;
3. Both parties agreed that the tenant's security deposit of \$512.50 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
4. The tenant agreed to provide access to the landlord to conduct showings to prospective tenants at the rental unit, provided that the landlord gives at least 24 hours' written notice to the tenant first;
5. Both parties agreed that the tenant will not receive a new or used refrigerator to replace his current refrigerator inside the rental unit, for the remainder of this tenancy;
6. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The landlord agreed that the tenant is not required to pay \$125.95 to the landlord for the refrigerator inspection;
  - a. the landlord agreed that the landlord will not pursue the tenant for the above claim in the future at the Residential Tenancy Branch;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on January 31, 2020. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 31, 2020. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The tenant's security deposit of \$512.50 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

I order the tenant provide access to the landlord to conduct showings to prospective tenants at the rental unit, provided that the landlord gives at least 24 hours' written notice to the tenant first, in accordance with section 29 of the *Act*.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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: December 10, 2019

---

Residential Tenancy Branch