



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KNOX CENTRE and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

On January 27, 2020 the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting that the Landlord be ordered to repair the rental unit. The matter was set for a conference call.

Both the Property Manager (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter – Settlement

During the hearing, both parties expressed a desire to enter into a mutual agreement to resolve the Tenant’s application for dispute resolution.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Landlord will, at their own expense, remove the stove provided for this tenancy from the rental unit.
2. The Tenant will purchase and install, at their own expense, a stove that meets their personal requirements, and that meets the following conditions:
 - a. Installation of the new stove will not involve any physical renovation of the rental unit or modification to the currently installed electrical system provided in the rental unit.
 - b. The purchased stove must comply with health, safety and housing standards required by law.
3. The Tenant will remove this stove, from the rental unit, at the end of this tenancy.
4. There will be no rent reduction, due to the removal of the stove provided for this tenancy by the Landlord.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

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 31, 2020

Residential Tenancy Branch