



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BEACON COMMUNITY SERVICES and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      OPC, MNDL-S, FFL; CNC, MNDCT, OLC, RP

### Introduction

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

- an order of possession for cause, pursuant to section 55;
- a monetary order for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for its application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated February 21, 2020 ("1 Month Notice"), pursuant to section 47;
- a monetary order for \$4,000.00 for compensation under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33.

The landlord's two agents, landlord TOB ("landlord") and landlord DS ("landlord's housing agent"), 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 50 minutes.

The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf. The landlord confirmed that the landlord's housing agent had permission to assist him at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The landlord stated that he did not receive the tenant's evidence package. The tenant stated that he was not able to serve it to the landlord. As I did not consider the evidence or make a decision, since the parties settled this application, I do not find it necessary to record findings of service of the tenant's evidence.

Both parties confirmed that they were ready to proceed with the hearing and settle this application.

### 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 1:00 p.m. on December 31, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord's housing agent agreed to assist the tenant to find new housing but both parties agreed that there is no guarantee to find the tenant new housing;
3. Both parties agreed that the landlord will inspect the tenant's rental unit on a monthly basis, including during the covid-19 pandemic, according to the following terms:
  - a. There will be two people total, on behalf of the landlord and the landlord's housing agent, who will conduct the inspection;
  - b. The two people above will be wearing safety and health equipment, due to covid-19, while conducting the inspection;
  - c. The tenant will notify the landlord and the landlord's housing agent by email by June 19, 2020, when he is available for these inspections to be completed on a monthly basis;

4. The tenant agreed to pay the landlord \$734.34 total, which the landlord agreed to accept for a broken window of \$417.90 and damaged blinds of \$316.44, according to the following payment plan:
  - a. Five monthly payments of \$80.00 each, due by the first day of each month, beginning on July 1, 2020 and ending on November 1, 2020;
  - b. One monthly payment of \$334.34, due by December 1, 2020;
5. The landlord agreed that the landlord's 1 Month Notice, dated February 21, 2020, was cancelled and of no force or effect;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications 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.

A filing fee is a discretionary award given by an Arbitrator usually when a party is successful after a full hearing on the merits, where a decision is made. As I was not required to make a decision, since both parties settled this application, I decline to award the \$100.00 filing fee to the landlord for its application.

The tenant confirmed that his monetary claim for \$4,000.00 was being heard at the Civil Resolution Tribunal and he would not pursue it at the Residential Tenancy Branch. Therefore, this claim is dismissed without leave to reapply.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on December 31, 2020, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. 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 landlord's 1 Month Notice, dated February 21, 2020, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$734.34. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$734.34 as per condition #4 of the above agreement. The tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I order both parties to comply with all of the above settlement terms.

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The tenant's application for a monetary order of \$4,000.00 is dismissed without leave to reapply.

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: June 12, 2020

---

Residential Tenancy Branch