



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

**ERP, FFT**

### 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 carry out emergency repairs pursuant to section 33;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The landlord attended with his wife GS and agent SN (the “landlord”). The tenant attended. The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

The hearing last 88 minutes. 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 August 15, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
2. The landlord shall retain the balance of the security deposit held by the landlord;

3. The parties agreed that the landlord shall withdraw the RTB application for a monetary award including a claim for outstanding rent due to August 15, 2020 without leave to reapply; the file number appears on the first page;
4. The parties agreed that the landlord and agent will conduct an inspection of the unit at 4:00 PM on July 14, 2020 and the tenant undertakes that the unit will be in substantially the same condition when he vacates the unit.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application and the landlord's application referenced on the first page.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord an Order of Possession dated August 15, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.

### Conclusion

Further to the above Decision which sets out the agreement between the parties, I I issue to the landlord an Order of Possession dated August 15, 2020 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 serve 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.

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: July 14, 2020

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Residential Tenancy Branch