



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC, MNDCT, RP, RR, PSF, LRE, DRI**

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 repairs pursuant to section 32;
- An order to dispute a rental increase pursuant to section 41;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order requiring the landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 62(3);
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;

The parties attended and 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.

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 9:00 PM on August 1, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
2. The parties shall conduct an inspection of the unit between 7:00 PM and 9:00 PM on August 1, 2020 and, subject to the results of the inspection and the compliance of the tenant with their obligations under the *Act*, the landlord shall return the security deposit to the tenant by 9:00 PM on August 1, 2020;
3. During the inspection, the attending parties shall wear gloves and face masks;
4. The landlord shall pay to the tenant the sum of \$1,300.00 at 9:00 PM on August 1, 2020 as compensation due to the tenant for the landlord's issuance of a Two Month Notice to End Tenancy for Landlord's Use pursuant to section 51 of the *Act*.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

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 the following orders:

1. I issue to the landlord an Order of Possession dated August 1, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.
2. I issue to the tenant a Monetary Order in the amount of \$1,300.00 to be served on the landlord only if the landlord fails to abide by the terms set out in this settlement agreement.

Conclusion

Pursuant to the terms of the settlement agreement set out above,

1. I issue to the landlord an Order of Possession dated August 1, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement.
2. I issue to the tenant a Monetary Order in the amount of \$1,300.00 to be served on the landlord only if the landlord fails to abide by the terms set out in this settlement agreement.

These Orders may be filed in the Courts of the Province of British Columbia and enforced as Orders of those Courts.

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 20, 2020

Residential Tenancy Branch