



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, 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 emergency 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 agent ("landlord") 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. The landlord confirmed that he had permission to represent the landlord named in this application, as an agent at this hearing. This hearing lasted approximately 42 minutes.

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. The landlord agreed, at her own cost, to have licensed, certified professionals adequately repair the drain issue and install laminate flooring over the concrete at the rental unit, so that the rental unit is in a habitable condition suitable for occupation by the tenant, by November 15, 2020;
2. The tenant, at his own cost, agreed to vacate the rental unit temporarily from August 15, 2020 until the landlord notifies the tenant that he can return to the rental unit by no later than November 15, 2020;
3. Both parties agreed that the tenant will return to the rental unit at the same rent of \$717.00 per month for the remainder of this tenancy until the rent is changed in accordance with the *Act*;
4. The tenant agreed, at his own cost, to live elsewhere during the above repair period and to remove all of his belongings from the rental unit to a storage facility by August 15, 2020, until the landlord notifies the tenant that he can return to the rental unit, and the landlord agreed to pay for the tenant's storage costs of up to \$200.00 per month;
5. Both parties agreed that the tenant will pay rent of \$358.50 to the landlord by August 1, 2020, which the landlord agreed to accept towards rent for the period from August 1 to 15, 2020;
6. Both parties agreed that the tenant will not pay any rent to the landlord from August 15, 2020, until the date the tenant moves back into the rental unit, and any rent will be prorated from the date the tenant moves back in;
7. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
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 that they understood and agreed to the above terms, free of any duress or coercion. Both parties agreed and affirmed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

I order both parties to abide by all of the above settlement terms.

The tenant must bear his own cost for 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: July 31, 2020

---

Residential Tenancy Branch