



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, RP, OLC, DRI, FFT**

Introduction

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

- Cancellation of a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47;
- An order for repairs pursuant to section 33;
- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62;
- Disputing a rental increase pursuant to section 43; and
- Authorization to recover the filing fee from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord GG primarily spoke on behalf of the two named landlords (the "landlord").

As both parties were present service of documents was confirmed. The parties each confirmed receipt of the respective materials. Based on the testimonies I find each party was duly served with the respective materials in accordance with sections 88 and 89 of the Act.

Analysis

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 or an order. 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. This tenancy will end by 5:00 pm September 2, 2020, by which time the tenant and any other occupants will have vacated the rental unit.
2. The landlord will return the full security deposit of \$400.00 to the tenant when the tenancy ends.
3. The tenant will permit the landlord, MG access to the rental unit in order to stop the flow of water in the bathroom vanity.
4. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on September 2, 2020. 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.

I issue a monetary Order in the tenant's favour in the amount of \$400.00, to be used **only** in the event that the landlords do not abide by the monetary terms of the settlement agreement outlined above. Should the landlords 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.

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: August 24, 2020

Residential Tenancy Branch