



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding  
MACGREGOR REALTY & MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

### 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;
- Cancellation of One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to section 47.

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended through the agent JA ("the landlord"). The tenant attended.

No issues of service were raised. I find the Applicants served the Respondents as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. I informed the parties that I would only be addressing the issue of whether the tenancy continues, and I dismissed the remainder of the tenant's claims under section 62 with leave to reapply. The hearing lasted 32 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

The attendee(s) were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The attendee(s) were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the attendee(s) were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The attendee(s) had no questions about my direction pursuant to RTB Rule 6.11.

In addition, the attendee(s) confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

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. This settlement agreement was reached in accordance with section 63.

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 July 31, 2021, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The landlord may deduct \$100.00 from the security deposit held by the landlord on a one-time basis for compensation for the filing fee.
3. The issue of the security deposit and pet deposit shall be dealt with by the parties at the end of the tenancy.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession pursuant to section 55(2)(d) of the *Act*.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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

### Conclusion

The application(s) is/are settled on the above terms.

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 03, 2021

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Residential Tenancy Branch