



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Top Vision Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing was scheduled to deal with a tenant's application for emergency repair orders.

Both the landlord and the tenant appeared for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

Preliminary and Procedural Matters

The style of cause was amended, by consent, to reflect the landlord's full corporate name.

I confirmed the tenant served her proceeding package to the landlord but neither party served the other with evidence. The parties indicated this Application for Dispute Resolution may be largely moot at this time as the tenant has secured new living accommodation starting August 15, 2021.

While the parties were before me, they requested that I record that the tenancy would end and the tenant would be released from fulfilling the fixed term tenancy agreement by August 31, 2021, by mutual agreement.

The tenant requested and the landlord agreed to repay the tenant the cost of the filing fee that she paid for this Application for Dispute Resolution.

The parties also stated and agreed that the above described agreements do not constitute a full and final settlement agreement and that the tenant is at liberty to file

another Application for Dispute Resolution if she seeks damages or loss from the landlord and a settlement is not be reached between the parties.

In keeping with section 63 of the Act, I make the agreements reached by the parties to be an order of mine and binding on both parties. The landlord stated an Order of Possession was not required and I do not provide one with this decision. The tenant shall be provided a Monetary Order to ensure repayment of the filing fee is made.

Conclusion

The parties were of the position that that issuing repair orders at this time is moot as the tenancy is about to end. The parties agreed that the tenancy is ending no later than August 31, 2021 by mutual agreement and the tenant is released from her obligation to fulfill the fixed term. The landlord shall repay the tenant the \$100.00 filing fee and the tenant is provided a Monetary Order in that amount.

The agreement reached by the parties during the hearing is in resolution of this Application for Dispute Resolution does not constitute a full and final settlement agreement. The tenant retains the right to make another Application for Dispute Resolution if she seeks damages or losses from the landlord.

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 13, 2021

Residential Tenancy Branch