



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPT, FFL

### Introduction

The Tenant applies for an order for possession pursuant to s. 54 of the *Residential Tenancy Act* (the “*Act*”) and for return of their filing fee pursuant to s. 72.

M.R. appeared on his own behalf as Tenant. R.B. appeared as translator for M.R.. S.L. appeared as agent for the Landlord.

The parties affirmed to tell the truth during the hearing and were given a full opportunity to be heard, to present sworn testimony, question the other party, and to make submissions. I advised the parties of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Tenant indicated they served the Notice of Dispute Resolution and their evidence by way of email on the Landlord. The Landlord acknowledged receipt of two emails from the Tenant on September 23, 2021 and October 3, 2021 containing the Notice of Dispute Resolution and evidence respectively. No issue was raised by the Landlord regarding service of the Tenant’s application materials. I find that the Landlord was sufficiently served with the Notice of Dispute Resolution and evidence by the Tenant in accordance with s. 71(2)(b) of the *Act*.

The Landlord served evidence on the Tenant by way of email on October 18, 2021. I advised the parties that, pursuant to Rule 3.15, the respondent Landlord must have served their evidence at least 7 days before the hearing. The Tenant acknowledged receipt of the Landlord’s late evidence and did not raise objections with its inclusion in the record. Accordingly, I accepted into evidence. I find that the Tenant was sufficiently served with the Landlord’s evidence in accordance with s. 71(2)(b) of the *Act*.

Preliminary Issue – Amending Style of Cause

At the hearing, S.L. identified herself as agent for the Landlord. The Notice of Dispute Resolution lists S.L. as the respondent whereas the tenancy agreement indicates the name of a corporate landlord. I exercise my discretion under Rule 4.2 of the Rules of Procedure to amend the style of cause to reflect the corporate landlord listed within the tenancy agreement on the basis that S.L., who introduced herself as agent for the Landlord, is not the correctly named party.

Record of Settlement

I understand the parties had entered into an agreement on April 12, 2021 following the Tenant's previous application for emergency repairs. The parties agreed that the rental unit would be repaired and be made fit for occupation. The record of settlement was silent with respect to the details of the settlement and the parties appear to have had a misunderstanding with respect to the timeline for the Landlord to complete the repairs.

Pursuant to section 63 of the *Act*, I 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.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Tenant shall take possession of the rental unit no later than December 1, 2021.

Accordingly, I grant the Tenant an order for possession effective December 1, 2021. It is the Tenant's obligation to serve the order for possession on the Landlord.

It is understood by the parties that the Landlord will endeavour to complete repairs before December 1, 2021. If the unit is fit for occupancy before that date, the parties are free to work out the details of the Tenant's earlier return to the rental unit.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Tenant shall bear their own costs for their application.

Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: October 25, 2021

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Residential Tenancy Branch