



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, CNR, RP, OLC, MNDCT, MNRT, FFT

Introduction

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

- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- a monetary order for reimbursement of emergency repairs in the amount of \$1,422.18 pursuant to section 33;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "**Notice**") pursuant to section 46;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to retroactively reduce rent for the months of July to December 2020 (inclusive) in the amount of \$3,090 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$5,487.82 pursuant to section 67;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. I note that the landlord called into the hearing 30 minutes late, on the mistaken belief that the hearing started at 11:30 am, and not 11:00 am.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, 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 and future issues relating to the tenancy:

1. The tenant will pay the landlord \$1,500 on or before May 1, 2022.
2. The tenant will provide the landlord with vacant possession of the rental unit on or before December 31, 2021 at 1:00 pm.
3. The landlord waives entitlement to collect monthly rent for November or December 2021.
4. The landlord may retain the security deposit (\$255).

This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this and all future disputes relating to the tenancy between them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue:

- 1) An order of possession which requires that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on December 31, 2021.
- 2) A monetary order ordering the tenant to pay the landlord \$1,500 by May 1, 2022.

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: November 9, 2021

Residential Tenancy Branch