



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order for emergency repairs pursuant to section 33.

The tenant attended the hearing and the landlord attended the hearing with an agent, IS (“landlord”). As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant’s Notice of Expedited Hearing and stated he had no concerns with timely service of documents. The landlord testified that he was not served with any of the tenant’s evidence, however.

The tenant testified that she thinks her evidence, consisting of photographs, was served by her girlfriend, posted to the landlord’s front door. The tenant testified she is unsure about whether the photographs were included in the package that was posted to the landlord’s front door, however, since she doesn’t understand how the process works.

At the commencement of the hearing, I found it more likely than not that the tenant did not serve the landlord with her documentary evidence in accordance with rule 3.5. As such, the tenant’s evidence was excluded from consideration in this decision.

Settlement Reached

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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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. The parties mutually agree to end the tenancy at 1:00 p.m. on December 15, 2021 by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligation of the parties continue until the tenancy ends.
3. The landlord may retain the tenant's security deposit in amount of \$1,150 in lieu of rent for November 2021 and first 15 days of December 2021.
4. The tenant agrees that the landlord is entitled to a monetary order in the amount of \$600.00 representing arrears in rent for the months of September and October 2021.
5. The tenant's application for emergency repairs is dismissed.

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 discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on December 15, 2021 should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$600.00.

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 26, 2021

Residential Tenancy Branch