



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Chateau Gardens
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **RP, CNC**

Introduction

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

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order requiring the landlord to carry out repairs pursuant to section 32.

The tenants attended with the advocate JK (“the tenant”). WH attended as agent for the landlord (“the landlord”). All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

Recording

The parties were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this 89-minute 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.

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 February 28, 2022 by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The landlord agreed that the tenants shall not pay rent for the month of February 2022.
3. The landlord agreed to credit \$600.00 to the tenant as compensation for repairs required for the unit during the tenancy.
4. The landlord agreed the tenant is not responsible for water damage to the living room floor or water damage to the hallway drywall.
5. The condition inspection shall take place at 1:00 PM on February 28, 2022 and the RTB Condition Inspection Report shall be completed by the parties. The issue of the return of the security deposit and the credit of \$600.00 shall be dealt with by the parties at that time.

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

1. Order of Possession effective 1:00 PM on February 28, 2022; *and*

The Order(s) must be read in conjunction with the above settlement agreement and **the landlord must not seek to enforce the Order of Possession** on the tenant unless the tenant fails to meet the conditions of this agreement.

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 parties fail to comply with these Order(s), the Order(s) may be filed and enforced as Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

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 for Dispute Resolution for settled on the above terms of settlement.

Pursuant to the above settlement, I issue the following Order(s):

1. Order of Possession effective 1:00 PM on February 28, 2022

The Order(s) must be served. The Order(s) may be enforced in the Courts of the Province of BC.

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: January 07, 2022

Residential Tenancy Branch