



Dispute Resolution Services

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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 **CNL, OLC, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62;
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended the hearing, and the landlord was represented at the hearing by it’s authorized property manager, CC (“landlord”). As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings and stated he had no issues with timely service of documents.

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 April 30, 2022, by which time the tenant and any other occupant will have vacated the rental unit.
2. The tenant agrees that the 2 Month Notice to End Tenancy for Landlord's Use is valid and does not dispute it.
3. The landlord will either replace or repair the tenant's dishwasher by February 28, 2022. If not repaired or replaced the tenant is at liberty to seek damages claim against the landlord by filing an application for dispute resolution.
4. The landlord acknowledges the tenant has not had the use of the dishwasher for approximately 6 months and that the tenant is entitled to a rent reduction of \$600.00. The landlord agrees that the tenant may deduct \$600.00 from her outstanding February 2022 rent.
5. The rights and obligations of the parties continue until the tenancy ends.
6. The parties agree to 1:00 p.m. on April 30, 2022, as a condition inspection report date or any other time as mutually agreed to by the parties.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the Act, the filing fee will not be recovered.

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 April 30, 2022 should the landlord be required to do so.

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: February 11, 2022

Residential Tenancy Branch