



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      RR, DRI, LRE, RP, FFT, CNC, MNDCT

### **Introduction**

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

- an order that the landlord make repairs to the rental unit pursuant to section 32;
- a determination regarding their dispute of a rent increase by the landlord pursuant to section 43;
- the cancellation of the One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 47;
- an order to allow the tenant to reduce rent 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 \$400 pursuant to section 67;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing. The landlord was assisted by his daughter ("**VB**"). All were given an opportunity to be heard, to present affirmed testimony, and to make submissions.

### **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 all issues that have arisen to date relating to the tenancy:

1. The tenant will vacate the rental unit on or before May 31, 2022 at 1:00 pm.
2. The tenant will pay the landlord monthly rent of \$700 for the duration of the tenancy.

3. On 24 hours' notice to the tenant, the landlord, at his own expense, may send a cleaner into the rental unit to clean the kitchen.
4. On 24 hours' notice to the tenant, the landlord or his agent may enter the rental unit to inspect it. The landlord will make repairs as needed. The parties explicitly make no agreement as to who shall bear the costs of these repairs.
5. On 24 hours' notice to the tenant, the landlord, or his agent, may enter the rental unit no earlier than seven days prior to the last day of the tenancy to paint the kitchen, bathroom, and bedroom. The tenant will move or arrange his belongings in such a way to accommodate this painting.
6. The arbitrator will make a determination as to whether the landlord must reimburse the tenant the filing fee.

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 dispute and all other issues that have arisen relating to the tenancy as of the date of this agreement.

As the parties have come to a compromise on the issues in this application, I find it appropriate to order that the landlord reimburse the tenant half of the filing fee (\$50). Pursuant to section 72(2) of the Act, I order that the tenant may deduct \$50 from one future month's rent payment.

### **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 the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on May 31, 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: February 15, 2022

---

Residential Tenancy Branch