



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **PSF, CNR**

Introduction

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

- An order that the landlord provide services or facilities required by the tenancy agreement pursuant to section 27; and
- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55.

Both the tenant and the landlord attended the hearing. The landlord acknowledged service of the tenant’s application for dispute resolution package and the tenant acknowledged service of the landlord’s evidence. Both parties stated they had no concerns with timely service of documents.

Background and Evidence

The parties agree that there was a tenancy agreement stating that the tenant was to pay \$2,400.00 rent to the landlord on the first day of each month. A security deposit of \$1,200.00 and a pet damage deposit of \$250.00 was collected by the landlord which she continues to hold.

On March 16, 2021, there was a flood causing extensive damage to the rental unit. The landlord agreed that the tenant’s rent would be reduced to \$1,200.00 per month while the renovations were being performed. Rent remained at this rate up until the date of today’s hearing.

During the hearing, the tenant testified that she would be vacating the rental unit on April 1, 2021. The tenant acknowledged that she had not paid rent for the months of December, January, February or March. The tenant believed she had a right to withhold rent as the repairs were not being done reasonably quick.

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. 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 tenancy will end at 1:00 p.m. on April 1, 2022. The tenant and any other occupant will have vacated the rental unit by that date and time.
2. The tenant's application seeking to dispute the landlord's notice to end tenancy for unpaid rent is dismissed.
3. Pursuant to section 55(1.1), the landlord is entitled to rent from December 1, 2021 to March 31, 2022 [$\$1,200.00 \times 4 \text{ (months)} = \$4,800.00$].

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 landlord continues to hold the tenant's security deposit of \$1,200.00 and pet damage deposit of \$250.00. In accordance with the offsetting provisions of section 72, the landlord may retain both deposits in partial satisfaction of the monetary order.

Item	amount
Rent	\$4,800.00
Less security deposit	(\$1,200.00)
Less pet damage deposit	(\$250.00)
Total	\$3,350.00

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 March 31, 2022 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 \$3,350.00.

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: March 24, 2022

Residential Tenancy Branch