



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **RP, RR, MNRT**

### Introduction

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

- An order for repairs to be made to the unit, site or property pursuant to section 32;
- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to section 65; and
- An order to recover the cost of emergency repairs made by the tenant during the tenancy pursuant to section 33.

Both the tenant and the landlord attended the hearing. The landlord acknowledged receipt of the tenant’s Notice of Dispute Resolution Proceedings and had no concerns 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 the following resolution of their dispute.

1. The parties mutually agree to end this tenancy. This tenancy will end 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 will pay rent in the amount of \$400.00 for the month of April 2022, the landlord agrees that the tenant's security deposit in the amount of \$400.00 can be used for the other half of April's rent.
3. The landlord agrees to compensate the tenant with the equivalent of 4 months rent, or \$3,200.00. The tenant is entitled to a monetary order in this amount.
4. The parties agree that the email addresses as shown on the application for dispute resolution are accurate and that the other party may serve documents upon each other using the stated email address.

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.

#### Conclusion

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 tenant's favour in the amount of \$3,200.00.

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 25, 2022

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Residential Tenancy Branch