



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **PSF, RR, CNL, FFT**

### Introduction

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

- An order requiring the landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 62(3);
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. I informed both parties that I could not provide legal advice to them. I notified them that they could hire lawyers to obtain legal advice. I informed them that they could consult the Act, Regulation, Policy Guidelines and Rules of Procedures on the RTB public website. I notified them that they could settle their tenancy issues privately or at an RTB hearing.

The parties confirmed the email addresses to which the Decision would be sent.

### Settlement

Before the conclusion of this 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. This settlement agreement was reached in accordance with section 63.

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 May 9, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The parties will deal with the issue of the security deposit at the end of the tenancy.
- 3) Providing the tenant complies with the Act including section 37 and leaves the unit reasonably clean and undamaged except for reasonable wear and tear, the landlord shall prorate rent for rent paid for the month of May 2022 and shall return a prorated portion to the tenant for the unoccupied days.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on May 9, 2022, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

This Order of Possession must be read in conjunction with the above settlement 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.

**The landlord must not seek to enforce this Order** on the tenant **unless** the tenant fails to meet the conditions of this agreement.

The Order of Possession may be filed and enforced as an Order of the Supreme Court of British Columbia.

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

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

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 landlord is granted an Order of Possession effective 1:00 PM on May 9, 2022, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

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: May 02, 2022

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Residential Tenancy Branch