



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, RR, RP, OLC, FFT

Introduction

The Tenants seek the following relief from the *Residential Tenancy Act* (the “Act”):

- an order for monetary compensation pursuant to s. 67;
- an order pursuant to s. 32 for repairs to the rental unit;
- an order pursuant to s. 65 for a rent reduction;
- an order pursuant to s. 62 that the Landlord comply with the *Act*, Regulations, and/or the tenancy agreement; and
- return of their filing fee pursuant to s. 72.

H.M. appeared as the Tenant and was joined by K.C. as her advocate. V.S. appeared as agent for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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. At the outset of the hearing, I was advised by the parties that they had reached a compromise with respect to all aspects of the Tenants’ application.

I was advised by the parties that they had agreed to the following settlement on all issues in dispute in this application:

1. The Landlord shall immediately pay \$1,000.00 to the Tenants.

2. The Landlord shall not impose a rent increase for 2023. The Landlord may not impose a rent increase effective before January 1, 2024. Any rent increase to take effect on January 1, 2024 or later is contingent on a proper notice of rent increase being issued by the Landlord in accordance with *Act*.
3. Effective on May 1, 2022 and continuing thereafter, the Landlord agrees to waive the Tenants' \$50.00 parking fee.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties' settlement, I grant the Tenants a monetary order as follows:

- The Landlord shall pay \$1,000.00 to the Tenants in compensation.
- The Landlord shall pay \$300.00 to the Tenants, representing past rent reduction from May 1, 2022 to date.

It is the Tenants' obligation to serve the monetary order on the Landlord. If the Landlord does not comply with the monetary order, it may be filed by the Tenants with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: October 18, 2022

Residential Tenancy Branch