



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, RP, RR
 OPC

Introduction

This hearing dealt with two Applications for Dispute Resolution filed by the Tenant (the Tenant's Applications) on May 26, 2022, and June 6, 2022, under the Residential Tenancy Act (the Act), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice);
- An order for the Landlord to comply with the Act, regulations, or tenancy agreement,
- An order for the Landlord to make repairs to the unit or property; and
- A rent reduction for repairs, services, or facilities agreed upon but not provided.

This hearing also dealt with a Cross- Application for Dispute Resolution filed by the Landlord (the Landlord's Application) on June 17, 2022, under the Act, seeking:

- An order of possession based on the One Month Notice.

The hearing was convened by telephone conference call at 11:00 A.M. on October 17, 2022, and was attended by the Tenant, the Tenant's Advocate J.S. (the Advocate), the Landlord B.H. and an agent for the Landlord G.B. (the Agent). All parties provided affirmed testimony.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were

also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

At the request of the parties, copies of the decision and any orders issued in their favour will be emailed to them at the email addresses confirmed at the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end at 1:00 PM on October 20, 2022, and the Tenant agrees to vacate the rental property by that date and time.
2. The parties agree that a move-out condition inspection will be completed at 1:00 PM on October 20, 2022.
3. The parties agree that on or before 1:00 PM on October 20, 2022, the Landlord will pay the Tenant \$35.42, which represents the balance of rent owed to the Tenant for the period of October 21-31, 2022, less \$200.00 owed to the Landlord by the Tenant at the time of the hearing.
4. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
5. The \$190.00 security deposit is to be dealt with in accordance with the Act.
6. The Tenant's claims seeking an order for the Landlord to comply with the Act, regulations, or tenancy agreement, an order for the Landlord to make repairs to the unit or property, and the Tenant's claim for a rent reduction for repairs, services, or facilities agreed upon but not provided are dismissed with leave to reapply.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of the mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective 1:00 P.M. on October 20, 2022. This Order must be served on the Tenant as soon as possible. Should the Tenants fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenant a Monetary Order in the amount of \$35.42. This Order must be served on the Landlord as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 17, 2022

Residential Tenancy Branch