



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ERP, FFT**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

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

- An order for emergency repairs to be done to the rental unit pursuant to section 33; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and the tenant TD attended the hearing. The landlord acknowledged service of the tenant's Notice of Dispute Resolution Proceedings and the tenant acknowledged receiving the landlord's single piece of evidence by text message, although his phone was acting up and he was unable to read it.

At the commencement of the hearing, the tenant testified that he has vacated the rental unit and can give the landlord his keys back immediately. The landlord testified he has not been to the rental unit yet but is willing to return the tenant's security deposit when the key is returned.

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 the following resolution of their dispute.

1. I order that the tenancy ends at 1:00 p.m. on October 3, 2022, pursuant to section 44(1)(f) of the Act.
2. The tenant's application seeking emergency repairs is dismissed as the landlord/tenant relationship is ending today.
3. The parties agree to meet at the rental unit at 1:00 today for the return of the keys and the return of the tenant's \$625.00 security deposit.

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.

The tenant's application was not successful, and the filing fee will not be recovered.

Conclusion

The tenant's application is dismissed without leave to reapply.

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 03, 2022

Residential Tenancy Branch