



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1059551 ALBERTA LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      ERP FFT

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs or emergency repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

The landlord's agents EH and CA, as well as legal counsel, CP, attended for the landlord in this hearing. The tenant attended the hearing along with another party, JM, who assisted the tenant. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

Pursuant to Rule 6.11 of the RTB Rules of Procedure, the Residential Tenancy Branch's teleconference system automatically records audio for all dispute resolution hearings. In accordance with Rule 6.11, persons are still prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video or digital recording. Both parties were also clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour. Both parties confirmed that they understood.

The landlord confirmed receipt of the tenant's dispute resolution application ('Application') and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord duly served with the tenant's application and evidence. The tenant testified that they did not receive the landlord's evidence package, which was posted on the tenant's door on December 8, 2022. The tenant allowed the landlord to re-send the documents by email during the hearing, which they were given time to review during the

hearing. After reviewing the documents, the tenant testified that they were ready to proceed with the scheduled hearing.

### **Analysis**

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 a resolution of the dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

- 1) The tenant agreed to vacate the rental unit for at least two months starting on January 9, 2023 to facilitate necessary repairs to the rental unit and building.
- 2) The landlord will not collect any rent for the two month period the tenant has vacated the rental unit.
- 3) The tenant agreed that it is their responsibility to remove and safeguard their valuables.
- 4) The tenant will be given the right to move back into the rental unit upon completion of the repairs at the same rate of monthly rent of \$400.00 per month.
- 5) The landlord agreed that they will perform the repairs as quickly as possible.
- 6) The tenant agreed that they will do their best to accommodate the repairs, including moving items to storage as needed at the landlord's cost.
- 7) The landlord agreed to provide the tenant with moving and storage services at the landlord's cost if required.
- 8) If an extension is required, the landlord will provide alternative housing at the same monthly rent of \$400.00 until the repairs are completed.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. 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.

Pursuant to section 62(3) of the *Act*, I make the following order:

**I ORDER** the parties to comply with their mutually settled agreement specified above, comprised of 8 terms.

**Conclusion**

The parties have entered into a mutually settled agreement pursuant to section 63 of the *Act* and I have made the order listed above to ensure the binding nature of the agreement between the parties, which is final and binding.

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: December 15, 2022

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Residential Tenancy Branch