



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, RR, RP, FFT

Introduction

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

- an order that the landlord make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant to reduce rent by \$275 per month for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$4,750 pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing. The landlord was represented at the hearing by a realtor ("**TM**"). Both were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

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

1. The landlord will pay the tenant \$3,900 via e-transfer as follows:
 - a. \$2,000 on or before March 1, 2023; and
 - b. \$1,900 on or before April 1, 2023, so long as the tenant has vacated the rental unit.
2. The tenant will provide the landlord with vacant possession of the rental unit on or before April 1, 2023 at 1:00 pm.
3. The tenant's monthly rent for February 2023 will be \$1,000.
4. The tenant is not required to pay monthly rent for March 2023.
5. The landlord will handle the security and pet damage deposit in accordance with the Act at the end of the tenancy.
6. The landlord will cancel the 2 Month Notice to End Tenancy dated December 29, 2022.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached:

- 1) monetary order ordering the landlord to pay the tenant \$3,900 as specified above; and
- 2) order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on April 1, 2023.

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: January 12, 2023

Residential Tenancy Branch