



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E L Thompson Holdings and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDCT, RR, RP, LRE, LAT, OLC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order requiring the landlord to carry out repairs pursuant to section 32;
- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- An order to authorize the tenant to change the lock pursuant to section 31;
- An order requiring the landlord to comply with the *Act* pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The agent FP attended for the landlords ("the landlord"). The tenant attended.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenant's unit shall be available between 9 AM and 5 PM on the first and third Saturday of each month for showing to prospective purchasers, the times to be agreed upon in an exchange of emails; the parties may similarly agree on other times on other days.
2. The landlord shall pay the tenant \$500.00 as compensation for inconvenience for viewings in the previous 4 months which the tenant may deduct from rent on a one-time basis only.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution for settled on the above terms of settlement.

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: March 13, 2023

Residential Tenancy Branch