



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding Sunshine Coast Lions Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPT, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (Application) that was filed by the Tenant under the *Residential Tenancy Act* (the Act) on April 11, 2023, seeking:

- An order of possession for the rental unit; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 am on May 1, 2023, and was attended by the Tenant, their support person and former advocate KC, their legal advocate DG (Advocate), and two agents for the Landlord (Agents) DF and JB. All parties provided affirmed testimony.

The parties were advised that 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.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions 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 any supporting order(s).

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

1. The parties agree that the Tenant is entitled to possession of the rental unit as soon as it is habitable, and not later than midnight on May 24, 2023.
2. The parties agree that the Tenant will be entitled to \$120.00 per day, or portion thereof, after May 24, 2023, that the rental unit cannot be occupied by the Tenant as remediation work to make it habitable is not yet complete. Payable to the Tenant daily.
3. The parties agree that the Landlord will pay the Tenant, by cheque, \$1,810.50 as soon as possible and not later than May 3, 2023.
4. The parties agree that the Tenant is not entitled to seek any further compensation from the Landlord in relation to the flood, or any consequences of the flood, other than the compensation set out in this settlement agreement for the period on and after May 1, 2023.
5. The parties agree the Tenant is not responsible to pay rent for May 2023.
6. The parties agree that the Tenant is not responsible for any storage container costs arising from the storage of their possessions due to the flood.

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 mutual settlement agreement described above.

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 \$1,810.50. Should the Landlord fail to comply with the settlement agreement, this order may be served on the Landlord, filed in the Small Claims Court of British Columbia, and enforced as an order of that Court. I also grant the Tenant an order of possession effective midnight on May 24, 2023. Should the Landlord fail to comply with the settlement agreement, this order may be served on the Landlord, filed in the Supreme Court of British Columbia, 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: May 1, 2023

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Residential Tenancy Branch