



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ERP, FFT**

Introduction

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

- An order requiring the landlord to carry out emergency repairs pursuant to section 33;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The agent CH attended for the landlord (“the landlord”). The tenant attended.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions.

No issues were raised regarding service. I find service complied with the Act.

Delivery of Decision

The parties confirmed the email addresses to which the Decision would be sent.

Settlement

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

I informed the parties I do not provide advice and I do not make my Decision during the hearing.

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. This settlement agreement was reached in accordance with section 63.

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) Further to the landlord's Two Month Notice effective July 31, 2023, the tenancy between the parties will end at 1:00 PM on July 31, 2023, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) As compensation for the tenant's renovations during the tenancy, the landlord will pay the tenant \$10,000.00 to be received by the tenant by 5:00 PM on May 31, 2023.
- 3) Further to the Two Month Notice, the tenant will not pay rent for the month of July 2023.

- 4) The landlord holds a security deposit. The issue of the return of the security deposit will be dealt with when the tenant moves out.
- 5) The landlord shall retain and pay for a moving company to move the tenant's belongings to another location within the City of Vancouver. The parties will determine the date of the move.
- 6) The parties email addresses for service were confirmed during the hearing and are reproduced on the first page. The parties exchanged telephone numbers for ease of communication.

In support of this settlement and with the agreement of both parties, I grant the tenant the following:

1. Monetary Order in the amount of \$10,000.00
2. Order of Possession effective 1:00 PM July 31, 2023

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.

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

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

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

This application is settled on the above terms.

The landlord is granted an Order of Possession effective 1:00 PM on July 31, 2023

The tenant is granted a Monetary Order of \$10,000.00

The Orders may be filed and enforced in the courts of the Province of BC.

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: May 15, 2023

Residential Tenancy Branch