



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PW Comox Development LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDCT, 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 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 parties agreed to amend the name of the landlord to correct identification. The proceedings are accordingly amended.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. I explained the hearing process.

Each party confirmed they were not recording the hearing.

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 and achieved a resolution of the dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute. The Arbitrator may record the settlement in a Decision or Order.

The parties settled the dispute as follows.

The parties agreed:

1. Within 6 months, the landlord will offer the tenant the first 2-bedroom apartment that becomes available on floors 1-14 in the building in which the rental unit is located. The offer will include the date of availability and the number of days within which the tenant may accept the offer to move to the apartment.
2. If the tenant agrees to move to the new apartment, the rent shall be at the amount then paid by the tenant in the current rental unit. For great clarification, the tenant will not pay an increase in rent to move to the new apartment.
3. The tenant is responsible for all expenses for moving to the new apartment.
4. If no such apartment becomes available, the tenant may apply for a Monetary Order for loss of quiet enjoyment beginning November 2022.
5. The parties will communicate and serve each other by email at the email addresses currently used by them and which were exchanged during the hearing.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The settlement was fully discussed by the parties in the hearing.

Each party stated they understood and agreed to the terms of this settlement. 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.

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.

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: June 09, 2023

Residential Tenancy Branch