



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDCT, RR, RP, PSF, OLC, FFT

### Introduction

On March 7, 2023, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking a rent reduction pursuant to Section 65 of the *Act*, seeking a repair Order pursuant to Section 32 of the *Act*, seeking a provision of services or facilities pursuant to Section 62 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing. The Landlord attended the hearing as well, with L.R. attending as a co-owner of the rental unit. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package and documentary evidence was discussed, and there were issues concerning service of the parties’ evidence. However, the parties turned their minds to a settlement agreement, and as they parties were able to reach one, it was unnecessary to address the service issues. The parties were reminded multiple times that there was no obligation to reach a settlement, and they were given multiple opportunities to ensure that they were in agreeance with the terms proposed. I

have recorded the terms of agreement by way of this Decision, the Order of Possession, and the conditional Monetary Order that accompanies it.

All parties confirmed that the most recent tenancy agreement started on October 1, 2017, that the rent was established at an amount of \$850.00 per month, and that it was due on the first day of each month. A security deposit of \$425.00 was also paid. A partial copy of the tenancy agreement was submitted as documentary evidence for consideration.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will maintain possession of the rental unit until **July 31, 2023, at 1:00 PM**.
2. The Tenant must give up vacant possession of the rental unit on **July 31, 2023, at 1:00 PM**. An Order of Possession will be awarded to the Landlord for this date.
3. The Tenant is entitled to withhold July 2023 rent.
4. The Landlord must pay to the Tenant the sum of **\$3,000.00**, by e-transfer, by the end of June 27, 2023.
5. Should the Landlord not comply with condition four of this settlement, a conditional Monetary Order will be awarded to the Tenant in this amount.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of the claims made in this Application.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, the Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on July 31, 2023, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In addition, the Tenant is also provided with a conditional Monetary Order in the amount of **\$3,000.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. This Order will only be enforceable in the amount that remains unpaid by the Landlord.

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 27, 2023

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Residential Tenancy Branch