

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing also dealt with the Landlord's cross Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant M.F., Tenant's Advocate J.M. attended the hearing for the Tenant.

Landlord G.D.V. attended the hearing for the Landlord.

At the hearing, the parties indicated their intention to settle their dispute.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. If the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of coercion:

1. The parties agree to cancel the Landlord's One Month Notice dated July 6, 2024. The Tenancy will continue in accordance with the Act
2. The Tenant will pay the \$187.75 for the plumbing repairs by August 30, 2024
3. The Tenant will schedule a technician to inspect the drywall in the rental unit by September 30, 2024. The Tenant will agree to the estimated repairs given by the technician. The Tenant will pay for the cost of the drywall repairs
4. The Landlord will schedule a technician to inspect the dishwasher by September 15, 2024. The Tenant will bear the costs to fix the dishwasher if the technician determines that the damage was caused by the Tenant. The Landlord will bear the costs to fix the dishwasher if the technician determines that the damage was not caused by the Tenant.
5. The Landlord will schedule a technician to inspect the refrigerator by September 15, 2024. The Tenant will bear the costs to fix the refrigerator if the technician determines that the damage was caused by the Tenant. The Landlord will bear the costs to fix the refrigerator if the technician determines that the damage was not caused by the Tenant.
6. The Tenant will clean the stove and the oven by August 30, 2024
7. The Landlord agrees they may receive rent by email money transfer. The Landlord may receive email money transfers at their email referenced on the cover page of this decision
8. The Tenant will advise the Landlord by email if their telephone number is changed. The Landlord's email is referenced on the cover page of this decision
9. The Tenant will advise the Landlord by email if their caseworker changes. The Landlord's email is referenced on the cover page of this decision.
10. Both parties agreed that these particulars comprise the full settlement of all aspects of the Landlord's current application for dispute resolution.

Conclusion

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Monetary Order in the Landlord's favour in the amount of \$187.75.

The Landlord is provided with this Order and the Tenant must be served with a copy of this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Small Claims Court of British Columbia if equal to or less than \$35,000.00.

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: August 12, 2024

Residential Tenancy Branch