

DECISION

Introduction

This hearing dealt with the Tenant's November 13, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 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

The Tenant attended the December 19, 2025, teleconference hearing.

The Landlord was represented by their Property Manager.

Parties had the opportunity to provide sworn testimony and refer to evidence.

During this hearing the parties indicated their intention to settle this 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 Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The Landlord has agreed to replace the carpet in the rental unit – this carpet covers approximately 1000 square feet within the rental unit. This carpet will be removed and replaced with laminate flooring.

- 1.1. There had been delays to the process because of the need for alternation agreement approval from the Strata.
 - 1.2. The Landlord has identified a designated contractor who will contact the Tenant to coordinate an installation schedule once approved by Council.
 - 1.3. The Landlord has indicated a willingness to compensate the Tenant for the inconvenience of the floor replacement project and will permit a one-time payment of 50% (\$1,739.80) rent for the month after the carpet is replaced with laminate.
 - 1.3.1. The Landlord has indicated that this is their full and final compensation for inconvenience related to this tenancy.
 - 1.4. The Landlord will consider coordinating the services of a cleaner after the new floors are installed if required.
 - 1.5. Parties agree that the Tenant is responsible for moving their belongings in a timely manner to facilitate the carpet removal project.
 - 1.6. This work will be done before end of March 2026.
2. Regarding the light fixtures that were purchased by the Tenant in the amount of \$820.87 on November 25, and or the larger amount for purchase and installation of the \$1,492.87 for the installation of light fixtures within the rental unit, the Landlord requires validation and verification that these light fixtures have been installed within the rental unit. Once this has been verified the Owners are open to compensating the Tenant in this same amount as a proportionate rental credit that will need to be confirmed and that once this has been confirmed the Tenant agrees that the newly installed light fixtures will remain within the rental unit.
 3. Regarding the assorted minor repair requests identified by the Tenant, including laundry door, entrance door, and shower/bathroom related issues, the Landlord suggests that the local tradesperson has this matter on his list for resolution and is waiting for replacement parts. Regarding the entrance door, the Landlord will have the tradesperson replace the sweep on the door.
 - 3.1. Regarding timelines for 3 and 4 above, the Landlord commits to scheduling with the Tenant for subsequent access to occur by mid January 2026.
 - 3.2. The Tenant indicates they have been contacted about an earlier date.
 4. The parties agree that the Landlord issued a 10-day Notice dated November 10, 2025, and that this Notice was cancelled by the Tenant as considered by section 46 of the Act because all arrears were paid in full.
 - 4.1. This means that the January 5, 2025, hearing can be cancelled because it is no longer needed.
 - 4.2. The RTB should be able to refund the filing fee to the Tenant in exchange for this application being withdrawn.
 5. The RTB will refund the \$100.00 filing fee for this application as a condition of this settlement agreement.
 6. The Tenant requested a \$200.00 monthly reduction of rent going forward because they indicated that they have identified a possible alternative rental unit for this amount. The Landlord indicated that they would have to discuss this with the

Owners. The parties agree that the Tenant is entitled to provide Notice to End Tenancy under 45(1) of the Act if and where desired.

7. The Tenant has requested painting of the hallway within the rental unit, but the Landlord indicated that the Owners have already made significant financial commitment with replacing the carpet and so no commitment for painting can be made.
8. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's 2 applications for dispute resolution.

Conclusion

The parties agreed to settle and so I provide no findings on the merits of this dispute.

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: December 18, 2025

Residential Tenancy Branch