



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, CNR, MNR, MT, RR, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55. The tenant applied to cancel the notice to end tenancy, pursuant to Section 46 and for additional time to do so. The landlord also applied for a monetary order for unpaid rent and the filing fee. The tenant applied for compensation for loss of use of the kitchen and the guest bedroom and the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the landlord entitled to his monetary claim? Is the tenant entitled to compensation?

### **Background and Evidence**

The parties agreed that the tenancy began in August 2016. The monthly rent is \$1,800.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$500.00.

The parties agreed that following a leak in the kitchen, restoration was carried out and completed by October 01, 2018. The tenant stated that she received a rent reduction of \$150.00 per week for the period of July 26, 2018 to September 08, 2018, during which repairs were carried out.

The parties also agreed that a second leak occurred on September 13, 2018 which was fixed on September 14, 2018. The tenant stated that during the restoration work, her table was damaged. The parties agreed that the baseboards were finished on October 01, 2018.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00p.m. on February 01, 2019.
2. The landlord agreed to allow the tenancy to continue till 1:00p.m. on February 01, 2019. An order of possession will be granted to the landlord effective this date.
3. Both parties agreed to waive all monetary claims against each other with regard to repairs, outstanding rent as of this date and damage to personal property.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
5. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00p.m. on February 01, 2019. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. 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 settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

I grant the landlord an order of possession effective by **1:00p.m. on February 01, 2019.**

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: November 26, 2018

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Residential Tenancy Branch