



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Victoria Cool Aid Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") seeking remedy under the *Residential Tenancy Act* ("Act"). The Landlord applied for an early termination of the tenancy and to be reimbursed for the cost of the filing fee in this matter.

The Landlord's representatives, KV and KO, attended the teleconference hearing on January 4, 2019. The Tenant and her Advocates, MG and TG, also attended the hearing. I introduced myself, and the participants had an opportunity to ask questions. Both Parties and their respective representatives provided affirmed testimony. Neither party raised concerns regarding the service of documentary evidence, the Application or the Notice of Hearing.

### Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing. The Parties confirmed their understanding that the decision would be emailed to both Parties.

### Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree that the Tenant will empty the rental unit of as many of her belongings as possible, and vacate the rental unit by 12 a.m., Wednesday, January 9, 2019. The Parties agree that this is necessary to allow the Landlord to remediate the rental unit from water damage following a building fire on November 29, 2018.

2. The Parties agree that at the request of the Landlord, the Tenant will sign a release of contents form provided by the Landlord (the "Release"). The Release will address the Landlord's requirements regarding any belongings the Tenant leaves in the rental unit after she removes the bulk of her possessions and vacates it by midnight, Wednesday, January 9, 2019 at the latest.
3. The Parties agree that the Landlord will provide the Tenant with motel accommodation (the "Motel") as soon as the Tenant is ready to vacate the rental unit, with 12 a.m., Wednesday, January 9, 2019 being the latest date for vacating the rental unit. The Parties agree that the Landlord will provide the Tenant with Motel accommodation for the duration of the remediation of the rental unit.
4. The Parties agree that should the Tenant be asked by Motel management to vacate the Motel for behavior issues, then the Landlord is no longer responsible for the Tenant's accommodation beyond that point.
5. The Parties agree that the Tenant will seek alternate accommodation to the rental unit while she is residing in the Motel.
6. The Parties agree that if the Tenant is unable to find alternate accommodation by the time the rental unit is remediated, that she may move back into the rental unit for a maximum of 30 days to continue her search for alternate accommodation.
7. The Parties agree that if the Tenant returns to the rental unit after the remediation that the Tenant will vacate the rental unit at the end of 30 days, if not sooner.
8. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

I do not grant the filing fee, as this matter was resolved by way of a mutually settled agreement during the hearing.

### Conclusion

This matter was resolved by way of a mutually settled agreement. I order the Parties to comply with their settlement agreement described above.

The filing fee is not granted as indicated above.

This decision is final and binding on the Parties, unless otherwise provided under the *Act*, and 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: January 07, 2019

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Residential Tenancy Branch