



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, RR, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to dispute a rent increase from the Landlord, for an Order to reduce the rent for repairs, services or facilities agreed upon but not provided, and to recover the \$100.00 cost of her Application filing fee.

The Tenant, the Landlord, and an agent for the Landlord, R.T., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision

Neither Party raised any concerns about the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

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

### *Settlement Agreement*

During the hearing, the Parties agreed to settle these matters, based on negotiations they had conducted in the weeks leading up to the hearing. The Parties agreed to settle these matters on the following conditions:

During the hearing, the Parties confirmed their prior agreement to settle these matters on the following conditions:

1. Both Parties agree that the Tenant will withdraws Application in full as part of this mutually agreed settlement.
2. Both Parties agree that the Tenant will pay the Landlord \$1,500.00 to cover a portion of the rent arrears dating back February 2019. In return, the Landlord agrees to waive the rest of the arrears, if the Tenant pays the Landlord this money on February 4, 2020.
3. The Tenant agrees to complete her moving out process by February 15, 2020, including cleaning out the yard, taking out junk vehicles, and removing all other debris and garbage.
4. The Parties agree that in the interim, between February 4, 2020 and February 15, 2020, when the Tenant completes her moving out process, it is the Tenant's decision to remain in the residential property, despite the known health hazards that the Tenant pointed out in her complaint to the Residential Tenancy Branch. Hence, the Tenant agrees to hold the Landlord free and harmless of any health claims that may arise, as a result of her decision to remain in the rental unit until the vacancy date.
5. The Parties agreed to convey this settlement agreement to the RTB arbitrator in the hearing scheduled for February 4, 2020, to have her put everything in writing.
6. The Tenant acknowledged that the terms enumerated above conform to what the Parties discussed and agreed on prior to the RTB hearing.
7. The Parties agree that they entered into this agreement completely voluntarily.

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 the Parties understood the binding nature of this full and final settlement of these matters.

### Conclusion

This matter was resolved by way of a mutually settled agreement. I order the Parties to

comply with their Settlement Agreement described 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: February 04, 2020

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Residential Tenancy Branch