



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL; ERP; MNDCT, OLC, PSF, LRE, LAT, AS, RR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an order of possession, pursuant to section 56;
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing dealt with the tenant's first application pursuant to the *Act* for:

- an order requiring the landlord to perform emergency repairs to the rental unit, pursuant to section 33.

This hearing also dealt with the tenant's second application pursuant to the *Act* for:

- a monetary order for \$20,000.00 compensation under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order authorizing the tenant to change the locks to the rental unit, pursuant to section 70;
- an order allowing the tenant to assign or sublet the rental unit, pursuant to section 65;
- an order allowing the tenant to reduce rent for repairs, facilities or services agreed to but not provided, pursuant to section 65.

The landlord, the landlord's agent, the tenant and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord and the tenant both confirmed that their agents had permission to speak on their behalf. This hearing lasted approximately 56 minutes.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

During the hearing, both parties confirmed that there are two "future hearings" scheduled for the tenant's two applications on May 4, 2020 at 9:30 a.m. and on May 29, 2020 at 11:00 a.m. The file numbers for those hearings appear on the front page of this decision. The landlord confirmed that he received both of the tenant's applications. Accordingly, both parties agreed to settle both of the tenant's applications at this hearing and confirmed that they would not attend the future hearings because they are cancelled by way of this agreement.

### Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenant is not required to pay any rent to the landlord for the period from April 1 to May 31, 2020;
3. The landlord agreed to pay for gas utilities at the rental unit, and that the tenant is not required to pay same, except for the \$50.00 gas payment that the tenant made to the landlord at the beginning of this tenancy;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application;

5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's two applications scheduled for future hearings at 9:30 a.m. on May 4, 2020 and at 11:00 a.m. on May 29, 2020, arising out of this tenancy, the file numbers of which appear on the front page of this decision;
  - a. Both parties confirmed that they would not be attending the future hearings which are cancelled by way of this settlement;
  - b. The tenant agreed that she will not pursue any future claims at the Residential Tenancy Branch for the same relief in the above two applications that she already made.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m., on May 31, 2020, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after she does not comply with the above agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the tenant is not required to pay any rent to the landlord for the period from April 1 to May 31, 2020.

I order that the tenant is not required to pay any gas utilities to the landlord for this tenancy, except for the \$50.00 that she has already paid.

The tenant's two applications, scheduled for future hearings on May 4, 2020 at 9:30 a.m. and on May 29, 2020 at 11:00 a.m., are settled by way of this agreement and neither party is required to attend the future hearings.

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: April 28, 2020

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Residential Tenancy Branch