



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OHM PROPERTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, RP, FFT

Introduction

On November 30, 2020, the Tenant applied for a Dispute Resolution proceeding seeking a repair Order pursuant to Section 32 of the *Residential Tenancy Act* (the “Act”), seeking a rent reduction pursuant to Section 65 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing. N.J. and H.W. attended the hearing as agents for the Landlord. All parties in attendance provided a solemn affirmation.

The Tenant advised that the Notice of Hearing and evidence package was served to the Landlord by registered mail on or around December 8, 2020, and N.J. confirmed that the Landlord received this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was sufficiently served the Notice of Hearing and evidence package. As such, I have accepted this evidence and will consider it when rendering this Decision.

N.J. advised that the Landlord’s evidence was served to the Tenant by hand on February 16, 2021. The Tenant confirmed that he received this evidence, that he reviewed it, and that he was prepared to respond to it. As such, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to a repair Order?
- Is the Tenant entitled to a rent reduction?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on November 30, 2018, that rent was currently established at \$1,695.00 per month, and that it was due on the first day of each month. A security deposit of \$837.50 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Tenant will give up vacant possession of the rental unit by **1:00 PM on March 15, 2021 after service of this Order** on the Tenant. The Landlord will be awarded a conditional Order of Possession for this date.
2. The Landlord will start a new month-to month tenancy effective **March 15, 2021**, with the Tenant, for a comparable rental unit in the same building. The rent for this new tenancy will be **\$1,695.00** per month and the security deposit of **\$837.50** will simply transfer to this new tenancy.
3. The Landlord will compensate the Tenant for the moving expenses to this new rental unit. The moving company must be a legitimate company with proper damage coverage.
4. The Landlord will compensate the Tenant in the amount of **\$1,695.00**.
5. The Landlord will compensate the Tenant in the amount of **\$100.00**.
6. No further Applications can be made by either party with respect to this tenancy.

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

The Landlord will be granted a conditional Order of Possession for **1:00 PM on March 15, 2021** should the Tenant not vacate the rental unit as per condition 1 of this settlement agreement.

The Tenant will be granted a conditional Monetary Order in the total amount of **\$1,795.00** in the event that the Landlord does not compensate the Tenant as per conditions 4 and 5 of this settlement agreement. In the alternative, the Tenant may withhold this amount from the future rent until exhausted.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is granted a conditional Order of Possession effective at **1:00 PM on March 15, 2021 after service of this Order** on the Tenant. This Order must be served on the Tenant. If the Tenant fails to comply with this Order,

the Landlord may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

Moreover, in recognition of the settlement agreement, I provide the Tenant with a conditional Monetary Order in the amount of **\$1,795.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. Only the amounts remaining unpaid will be enforceable on the Landlord.

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: February 23, 2021

Residential Tenancy Branch