



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RR, RP, LRE, LAT, PSF, OLC, FFT

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. The Tenant applied for:

- an order to cancel a One Month Notice for Cause, dated November 9, 2021;
- an order to reduce rent for repairs, services, or facilities agreed upon but not provided;
- an order for repairs made to the unit, having contacted the Landlord in writing;
- an order to suspend or set conditions on the Landlord's right to enter the rental unit;
- authorization to change the locks to the rental unit;
- an order for the Landlord to provide services or facilities required by the tenancy agreement or law;
- an order for the Landlord to comply with the Act, regulation and/or the tenancy agreement; and
- the filing fee.

Settlement

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 or an order.

I advised the parties on several occasions over the 90-minute hearing that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to adjourn the hearing to enable the Tenant to present his rebuttal to the Landlord's testimony and I would make a decision based on the evidence before me. The parties were able to turn their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following binding settlement terms:

- 1) The Tenant will deliver full and peaceable vacant possession of the rental unit to the Landlord by 12:00 p.m. on March 31, 2022.
- 2) The Landlord will pay for the driver of a moving truck and additional moving expenses for the Tenant, up to \$300.00.
- 3) If the Tenant presents receipts for moving costs above \$300.00, the Landlord will consider them.
- 4) The Tenant may take the gym equipment with him when he moves out.
- 5) The Landlord will compensate the Tenant \$400.00 for expenses incurred.
- 6) The Landlord will return the Tenant's security deposit of \$225.00.
- 7) This is a final resolution of all the Tenant's claims.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms will settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the Tenant's application before me.

In support of the settlement terms, I grant the Landlords an order of possession effective March 31, 2022 at 12:00 p.m., and I grant the Tenant a monetary order for \$625.00.

Conclusion

The parties reached a settlement; the tenancy will end on March 31, 2022, at 12:00 p.m.

I order the parties to comply with the terms of the settlement agreement set out above. If either party fails to honour the settlement, the orders can be served and enforced in the Provincial Court of British Columbia (Small Claims).

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 03, 2022

Residential Tenancy Branch