



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT PSF RR FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for the following:

1. Monetary claim of \$2,500,
2. Rent reduction,
3. Order for the landlord to provide services or facilities required by the tenancy agreement or law,
4. Filing fee.

The tenant, a translator for the tenant, HK (translator), and an agent for the landlord, MC (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. The parties were also given the opportunity to ask questions.

Neither party raised any valid service issues. I find the parties were sufficiently served as a result.

Background and Evidence

There is no dispute that the tenancy began in November of 2022 and continues as of the date of the hearing.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that rent will be \$1,800 for October 2023 only to address the construction at the building.
2. The parties agree that rent for November 2023 to June 2024 inclusive will be \$2,100 per month to address the construction in the building.
3. If construction continues beyond June 2024, a new application by the tenant must be made.

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 nature of this full and final settlement of this matter.

I decline to grant the filing fee based on this matter being resolved by settlement agreement.

Conclusion

I order the parties to comply with the terms of this settled agreement in accordance with section 63 of the Act. The parties confirmed that they understood that this mutually settled agreement was enforceable under the Act. The parties also confirmed that they were not being forced or pressured into freely agreeing to this mutually settled agreement. This decision will be emailed to the parties as described above. The tenancy shall continue until ended in accordance with the Act.

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: October 4, 2023

Residential Tenancy Branch