



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AMACON PROPERTY MANAGEMENT SERVICES

## **DECISION**

Dispute Codes      CNC, MNDC, OLC, RP, RPP, RR

### Introduction

This hearing was convened in relation to the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, 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 to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- an order requiring the landlord to return the tenant's personal property pursuant to section 65.

The tenant appeared. The landlord's agent appeared. The landlord's agent confirmed he had full authority to act on behalf of the landlord. The agent confirmed receipt of the tenant's dispute resolution package.

In the course of the hearing the parties were able to reach a settlement on the issues before me with the mutual goal of a successful tenancy in the future.

### Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw the 1 Month Notice.
3. The landlord agreed to send a letter to an occupant of the residential property directing her to keep her dog on leash within the common areas of the property.
4. So long as the tenant cooperates fully, the landlord agreed to address the list of thirteen deficiencies raised in the prior dispute resolution hearing on or before 15 December 2015.
5. The landlord agreed to send by email (to the email address on the covering page of this decision) the necessary paperwork to have the tenant's cell phone connected to the building's intercom system.
6. The landlord agreed to provide \$475.00 to the tenant as compensation. The tenant will deduct this amount from December 2015's rent. Payment of the net amount will satisfy the tenant's obligation pursuant to section 26 of the Act.

Each party stated that he understood the terms of the agreement. The agent confirmed that he had authority to bind the landlord to this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

### Conclusion

The tenant's application is withdrawn. The landlord's 1 Month Notice is withdrawn.

The tenant may deduct \$475.00 from December's rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: November 05, 2015

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Residential Tenancy Branch

