



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRULTON REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, ERP, LRE, MNDCT, OLC, PSF, RR

Introduction

This hearing was convened as a result of the Tenant's Applications for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") requesting:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice");
- an order for emergency repairs;
- an order suspending or restricting the Landlord's right to enter;
- a monetary order for damage or compensation under the Act;
- an order for the Landlord to comply with the Act, regulation or tenancy agreement;
- an order to provide services or facilities required by the tenancy agreement or law; and
- an order for regular repairs.

The Tenant applied for dispute resolution under two file numbers, rather than this being a cross-application by the Landlord. My decision applies to both Applications.

The Tenant, her advocate, A.B., the Landlord and an agent for the Landlord, P.V. (the "Agent"), appeared at the teleconference hearing and gave affirmed testimony.

At the onset of the hearing, the Advocate advised that he sought an adjournment of the hearing on the Tenant's behalf, as he was retained to assist shortly before the deadline for document submissions to the Residential Tenancy Branch ("RTB"). I advised that this would be the Tenant's third application for an adjournment and that the Landlord and/or her Agent have attended all three hearings, ready to proceed; a further adjournment would be prejudicial to the Landlord. I further explained to the Parties that I

do not have the authority to adjourn the hearing without setting a date for it to be reconvened.

The Advocate agreed and advised that certain matters could be cleared up today and that he had a proposal for moving forward. On the Advocate's impetus, the Parties agreed that the Tenant was up-to-date with rent and utilities payments, that the Landlord has withdrawn the 10 Day Notice, and that the Tenant has withdrawn her application to cancel the Notice. This leaves the matters surrounding the Applicant's requested repairs to the rental unit to be resolved.

The Advocate suggested, and the Landlord and her Agent agreed that the Parties would attempt to resolve the remaining issues between themselves with the assistance of the Advocate and his organization, rather than through applications to the RTB. I agreed that this could be a constructive approach to resolve both Parties' concerns; however, both Parties remain at liberty to apply for dispute resolution through the RTB, should the need arise.

Based on the agreement from all Parties to this proposal, I, therefore, order the Applications dismissed with leave to reapply. I make no findings on the merits of the matters. Liberty to reapply is not an extension of any applicable limitation periods.

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: June 25, 2019

Residential Tenancy Branch