



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KEKINOW NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, RP

Introduction

In this dispute, the tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”) pursuant to section 46 of the *Residential Tenancy Act* (the “Act”), an order that the landlord comply with the Act under section 62 of the Act, and, an order for regular repairs under section 62 of the Act.

The tenant applied for dispute resolution on February 12, 2020 and a dispute resolution hearing was held on March 26, 2020. The tenant’s advocate and the landlord’s agent attended the hearing.

Settlement of Dispute

The landlord’s agent stated that the parties had reach a mutual agreement to resolve the dispute. She recited the various, numerous terms of the settlement, which included the tenant’s responsibility to complete rent subsidy documentation as required, that the landlord would waive rent for March 2020, that the landlord would continue to work on fixing a rodent problem, that the tenant would be put on an internal transfer waitlist, that the tenant would agree to speak to an RCMP liaison officer regarding some issues surrounding teenagers, and a few other matters. The tenant’s advocate agreed with the terms of the settlement as recited and had no objections or issues with them.

As the landlord desired to have the terms of the agreement documented, I agreed to include those terms in my decision on the condition that the landlord submit a copy of the settlement by the end of March 26, 2020. As of March 27, 2020, 11:41 AM, the landlord had not submitted this documentation.

While it is useful – indeed it is often necessary – in some cases to include the terms of a settlement in a decision, the terms of this settlement were resolved outside of the dispute resolution process under the Act, and as such, it is not imperative that they be included. Suffice to say, the issues which the landlord referred to in the terms of the settlement now render the various claims moot.

Given the above, I hereby order the withdrawal of the tenant's application.

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

Dated: March 27, 2020

Residential Tenancy Branch