



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Jone Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, CNR, OLC, RP, RR, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated December 16, 2020 ("One Month Notice"); for an Order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated December 6, 2020 ("10 Day Notice"); for an order directing the Landlord to comply with the Act, regulation or tenancy agreement; for an Order for repairs to the unit, site or property, having contacted the Landlord in writing to make repairs, but they have not been completed; to reduce the rent for repairs, services or facilities agreed upon but not provided; and to recover the \$100.00 cost of her Application filing fee.

The Tenant and an agent for the Landlord, A.G. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties.

At the outset of the hearing, I asked the Agent for the Landlord's name in this matter, as the Landlord identified on the Application was different than that in the tenancy agreement. The Agent advised me of name of the Landlord, so I have amended the Respondent's name in the Application, pursuant to section 64(3)(c) and Rule 4.2.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the One Month Notice dated December 16, 2020.
2. The Parties agree to mutually withdraw 10 Day Notice dated December 6, 2020.
3. The Parties agree that the Landlord will ensure that the front door of the Tenant's rental unit is repaired, so that it closes properly and provides complete security of the premises as soon as possible, but by March 31, 2021 at the latest.
4. The Tenant agrees that by March 2, 2021, she will provide the Landlord with proof that rent was paid in December 2020, or she will pay the Landlord the \$800.00 owing for December 2020 rent by this date.
5. If the Tenant requires a time extension for paying any outstanding rent, then the Tenant agrees to give the Landlord a written request in this regard, which will be considered by the Landlord, but which extension is not assured.
6. The Parties acknowledge and agree that the rent which the Tenant paid to the Landlord in late December 2020 or in January 2021 was for January 2021 rent, and that the rent that the Tenant paid to the Landlord at the end of January 2021 or early February 2021 was for February the 2021 rent.
7. The Tenant acknowledges that all communication regarding the tenancy will be made directly to the Landlord/Agent, A.G., who attended the teleconference hearing in this matter.
8. The Tenant acknowledged that she has A.G.'s telephone number and email address.
9. The Tenant agrees to withdraw her Application in full as part of this mutually agreed settlement.

10. The Parties agree that the tenancy shall continue until ended in accordance with the Act.

11. The Parties agree that they entered into this agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the 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 binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the One Month Notice to End Tenancy for Cause dated December 16, 2020, and the 10 Day Notice to End Tenancy for Unpaid Rent dated December 6, 2020, are hereby cancelled and are of no force or effect.

I Order the Parties to comply with their Settlement Agreement described above.

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: February 23, 2021

Residential Tenancy Branch