



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

### **Dispute Codes**

MNDCT, RP, PSF, RR, OLC, FFT, CNC, MNDCT, RR, LRE, FFT

### **Introduction**

This hearing was set to deal with two Applications for Dispute Resolution filed by the tenant. The tenant requested several remedies including: cancellation of a One Month Notice to End Tenancy for Cause; repair orders; orders for compliance; authorization to reduce rent; and, monetary compensation for damages or loss under the Act, regulations, or tenancy agreement.

Both parties appeared or were represented at the hearing.

At the outset of the hearing, I affirmed the parties and I confirmed that neither party was making an unofficial recording of this proceeding.

I confirmed the tenant sent and the landlord received three registered mail packages containing the tenant's proceeding documents and materials.

Shortly thereafter, the parties indicated a willingness to resolve their dispute by way of a settlement agreement. A settlement agreement was reached during the hearing and I have recorded it by way of this decision and the order that accompanies it.

I have amended the style of cause to reflect the parties as identified on the One Month Notice to End Tenancy in the absence of copy of the tenancy agreement.

### **Issue(s) to be Decided**

What are the terms of settlement?

### Background and Evidence

The parties mutually agreed to the continuation of the tenancy and the One Month Notice to End Tenancy is withdrawn.

The parties further agreed, in full and final settlement of any and all claims the parties may have against the other at this point in time, to the following:

1. The landlord shall not deposit the tenant's rent cheque for the month of April 2021 and the landlord waives entitlement to receive rent for April 2021, a value of \$2169.85.
2. The landlord shall also deliver to the tenant a cheque in the amount of \$300.00 on today's date.
3. The tenant shall ensure that items placed on the patio shall be kept at least two (2) feet away from any drain hole on the patio or the side of the building to ensure adequate drainage of water, with the exception of the tenant's barbeque and patio box. The deadline for accomplishing this shall coincide with the completion of the railing installation by the landlord or landlord's constructor.
4. The tenant is permitted to store the barbeque and patio box within two (2) feet of the building but not in front of the window where there had been a leak. The tenant undertakes to regularly inspect the area underneath and behind the barbeque and patio box and remove any debris that may lead to blockage or interference with drainage.

The parties further discussed and were in agreement that they will communicate and co-operate with each other with respect to identifying and addressing any issues they may become aware of concerning water drainage, or lack thereof, on the patio, and/or ingress of water into the rental unit, if any.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the parties' agreement, the 1 Month Notice is set aside and is of no effect. I also provide the tenant with a Monetary Order in the amount of \$300.00 to ensure payment is made by the landlord, as agreed.

For added certainty, this matter is considered resolved and both parties are now precluded from making any monetary claim against the other with respect any damages or losses either may have incurred during this tenancy to date, if any.

### Conclusion

The parties resolved their dispute by way of a settlement agreement that I have recorded in this decision. In recognition of the mutual agreement, I have provided the tenant with a Monetary Order in the amount of \$300.00 to ensure payment is made by the landlord, as agreed upon.

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: April 01, 2021

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Residential Tenancy Branch