



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER PRESTIGE  
REALTY and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes** RR, CNR, RP (Tenant's Application filed May 14, 2021)  
CNC, LRE (Tenant's Application filed June 7, 2021)  
CNC, RP (Tenant's Application filed June 17, 2021)  
OPR-DR, MNR-DR, FFL (Landlord's Application filed May 17, 2021)

### **Introduction**

This hearing convened as a result of cross applications. In the Tenant's Application filed on May 14, 2021 he sought the following relief:

- an Order canceling a 10 Day Notice to End Tenancy issued on May 6, 2021 (the "10 Day Notice")
- an order that the Landlord make repairs to the rental unit; and,
- authorization for the Tenant to reduce their rent for the cost of repairs, services, or facilities.

In the Tenant's Application filed on June 7, 2021, she sought to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") as well as an Order that the Landlord's right to enter the rental unit be restricted.

In the Tenant's Application filed on June 17, 2021 she again sought to cancel the 1 Month Notice and sought an Order that the Landlord make repairs to the rental unit.

In the Landlord's application filed on May 17, 2021 they sought an Order of Possession and monetary compensation based on the 10 Day Notice. The Landlord also sought to recover the filing fee.

The hearing of the cross applications was scheduled as a teleconference at 1:30 p.m. on September 21, 2021. Both parties called into the hearing. The Tenant appeared on

her own behalf and the Landlord was represented by an Agent, M.C. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

1. The tenancy shall end, and the Tenant shall vacate the rental unit by no later than **1:00 p.m. on October 15, 2021**.
2. The Landlord is granted an Order of Possession effective **1:00 p.m. on October 15, 2021**. The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The parties agree the sum of \$10,961.20 is outstanding for rent, including rent payable to October 15, 2021. In furtherance of the above, I grant the Landlord a Monetary Order in the amount of **\$10,961.20**. The Monetary Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.
4. As the tenancy is ending, the Tenant's request for an Order that the Landlord make repairs to the rental unit, and an Order that the Landlord's right to enter the rental unit be restricted, are dismissed without leave to reapply.
5. The Tenant's request for a retroactive rent reduction and related monetary compensation for loss of services or facilities is dismissed with leave to reapply.

6. The Landlord is at liberty to reapply for further monetary compensation from the Tenant should the Tenant not vacate the rental unit as agreed above, or in the event the Tenant fails to leave the rental unit clean and undamaged as required by section 3 of the *Act*.
7. Should the Tenant be able to vacate the rental unit prior to 1:00 p.m. on October 15, 2021, the Tenant shall immediately notify the Landlord.

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: September 22, 2021

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Residential Tenancy Branch