



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

RP, RR, OLC

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for rent reduction, an Order required the Landlord to make repairs, and an Order requiring the Landlord to comply with the tenancy agreement and/or the *Residential Tenancy Act (Act)*.

The Tenant stated that the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in August of 2020 were left in the manager's mailbox, although he cannot recall the date of service. The Agent for the Landlord acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

On October 13, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Building Manager stated that this evidence was posted on the Tenant's door on October 13, 2021. The Tenant stated that he is not certain if this evidence was received.

The parties were advised that I could not accept the Landlord's evidence as evidence for these proceedings, as the Tenant was unsure if it had been received. The parties were advised that the hearing will proceed; that the Landlord can discuss their documentary evidence; and that the matter will be adjourned if, at the end of the hearing, the Landlord deems it necessary for me to view any of the documents submitted to the Residential Tenancy Branch by the Landlord.

As the parties were able to reach a settlement agreement, there was no need to adjourn the hearing to provide the Landlord with an opportunity to re-serve their evidence package.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Is there a need to issue an Order requiring the Landlord to make repairs and/or to comply with the Act/the tenancy agreement?

Is the Tenant entitled to compensation for issues related to the tenancy?

Background and Evidence:

Shortly after the hearing commenced, the Agent for the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following term:

- The Tenant can reduce his next monthly rent payment by \$100.35.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Agent for the Landlord and the Tenant clearly indicated their intent to resolve this dispute under these terms.

The Agent for the Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Agent for the Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

Analysis:

All issues in dispute have been settled in accordance with the aforementioned settlement agreement.

Conclusion:

All issues in dispute have been settled have been settled by the mutual agreement of the parties.

On the basis of that settlement agreement, the Tenant has the right to reduce one monthly rent payment by \$100.35.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 10, 2021

Residential Tenancy Branch