



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR RP PSF RR FFT

### Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 4, 2021 (10 Day Notice), for a rent reduction, for regular repairs to the unit, site or property, for an order directing the landlord to provide services or facilities required by the tenant agreement or law, and to recover the cost of the filing fee.

The tenants and an agent for the landlord company, JN (agent) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

As neither party raised any concerns regarding the service of documentary evidence, I find the parties were sufficiently served.

### Preliminary and Procedural Matters

The tenants were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The tenants were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the tenants were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The tenants did not have any questions about my direction pursuant to RTB Rule 6.11. As the agent called in 25 minutes late, the agent was not present for this information.

RTB Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on the application, the most urgent of which is to cancel the 10 Day Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to cancel the 10 Day Notice and the tenants' application to recover the cost of the filing fee at this proceeding. The balance of the tenants' application is **dismissed, with leave to re-apply**.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenants will pay \$250.00 owing for August 2021 rent to the landlord by money order to be delivered **no later than December 31, 2021**.
2. The landlord agrees to continue the tenancy if the tenants comply with #1 above.
3. Should the tenants fail to comply with #1 above, the landlord is at liberty to apply for an order of possession.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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 nature of this full and final settlement of this matter.

The filing fee is not granted as this matter was resolved by way of a mutual agreement.

### Conclusion

I order the parties to comply with the terms of this settled agreement in accordance with section 63 of the Act. The parties confirmed that they understood that this mutually settled agreement was enforceable under the Act. The parties also confirmed that they were not being forced or pressured into freely agreeing to this mutually settled agreement.

This decision will be emailed to the parties as described above.

The filing fee is not granted as this matter was resolved by way of a mutual agreement.

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: December 13, 2021

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Residential Tenancy Branch