



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CANADIAN APARTMENT PROPERTIES REIT LIMITED  
PARTNERSHIP and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, RR, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, the tenant, and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 53 minutes.

The landlord's agent confirmed that he was the operations manager for the landlord company named in this application and that he had permission to speak on its behalf. He stated that the landlord owns the rental unit. He confirmed his name, spelling, and the rental unit address. He provided an email address for me to send a copy of this decision to the landlord after this hearing.

The tenant confirmed that his agent, who is his wife, had permission to speak on his behalf. The tenant confirmed the names and spelling for himself and his agent. He provided an email address for me to send a copy of this decision to him after this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. The landlord’s agent, the tenant, and the tenant’s agent all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes and potential outcomes and consequences, to both parties. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

The landlord’s agent confirmed receipt of the tenant’s application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant’s application.

The landlord’s agent confirmed that the landlord did not submit any documentary or digital evidence for this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to correct the name of the landlord company. The landlord’s agent confirmed the correct legal name of the landlord company during this hearing. Both parties consented to these amendments during this hearing.

### Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed to pay the tenant \$3,000.00 total, by way of reducing the tenant’s monthly rent and parking fees, according to the following terms:
  - a. the tenant is not required to pay any rent or parking fees, totalling \$2,080.00, to the landlord for the period from January 1 to 31, 2022;

- b. the tenant is only required to pay reduced rent and parking fees, totalling \$1,160.00, to the landlord for the period from February 1 to 28, 2022.
2. The landlord agreed to process changes to the tenant's pre-authorized debit ("PAD") account system, by December 6, 2021, according to the following terms:
  - a. No withdrawal will be made for rent or parking fees, totalling \$2,080.00, for January 2022;
  - b. Reduced rent and parking fees, totalling \$1,160.00, will be debited for February 2022;
  - c. Regular rent and parking fees, totalling \$2,080.00, will be debited resuming in March 2022;
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 53-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The tenant was given additional time to discuss and review the settlement terms with his agent privately during this hearing. The landlord was given additional time to review the settlement terms privately during this hearing. Both parties affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

### Conclusion

I order both parties to comply with all of the above settlement terms.

I order that the tenant is not required to pay any rent or parking fees, totalling \$2,080.00, to the landlord for the period from January 1 to 31, 2022.

I order that the tenant is only required to pay reduced rent and parking fees, totalling \$1,160.00, to the landlord for the period from February 1 to 28, 2022.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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: December 06, 2021

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Residential Tenancy Branch