



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The James at Harbour Towers
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, MNDCT, RP, FFT**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenant under the Act for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- A monetary order for damages or compensation pursuant section 67;
- An order for repairs to be made to the unit, site or property pursuant to section 32; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant LF ("tenant") attended the hearing and the landlord was represented at the hearing by property manager, CL ("landlord"). As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Notice of Dispute Resolution Proceedings and the tenant acknowledged service of the landlord's evidence. Neither party had issues with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules"). The parties were informed that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Preliminary Issues

The parties agree that the names shown on the application for dispute resolution did not accurately reflect the names on the tenancy agreement. One of the tenants' names was missing and the corporate landlord was named care of the property management

company. In accordance with rules 4.2 and 6.1 of the Residential Tenancy Branch Rules of Procedure, the parties' names were amended, and the correct names are reflected on the cover page of this decision.

The landlord acknowledged that the tenants paid the outstanding rent shown on the 10 Day Notice to End Tenancy for Unpaid Rent/Utilities within five days of being served with it. As such, the landlord acknowledges that the notice to end tenancy is void and has no effect, in accordance with section 46(4)(a) of the Act. Consequently, the tenants' application seeking to cancel the notice is dismissed without leave to reapply.

The tenant acknowledged the repairs as sought on his application were repaired to his satisfaction by the co-tenant. As such, the tenant did not require the repair order and I dismissed this portion of his application without leave to reapply.

Issue(s) to be Decided

Is the tenant entitled to a monetary order?

Settlement Reached

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 or an order. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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 tenants are entitled to a monetary order in the amount of \$150.00 which includes half the filing fee paid for commencing this application.
2. The tenants may reduce a single payment of rent owing to the landlord in the amount of \$150.00 in full and final settlement of the monetary order.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all

aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

The tenants may reduce a single payment of rent owing to the landlord in the amount of \$150.00.

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: January 27, 2022

Residential Tenancy Branch