



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, RP, DRI, CNR, OLC, FFT

### Introduction

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

- an order allowing the tenant to reduce rent of \$250.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32;
- an order regarding a disputed additional rent increase of \$2,250.00, pursuant to section 43;
- cancellation of the landlord's six Ten Day Notices to End Tenancy for Unpaid Rent or Utilities, ("six 10 Day Notices"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the tenant 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 52 minutes.

Both parties provided their names and spelling, and their email addresses for me to send this decision to them after the hearing.

The landlord confirmed that he owns the rental unit and provided the rental unit address.

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 and the tenant both separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences to both parties. Both parties had an opportunity to ask questions, which I answered. Both parties stated that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to voluntarily settle this application. Neither party made any adjournment or accommodation requests.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to correct the rental unit address to add the “street” portion since the tenant omitted it. I do not find any prejudice to either party in making this amendment.

#### 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 tenant agreed to pay the landlord \$1,000.00 total, by way of etransfer, by February 15, 2022, which the landlord agreed to accept towards all outstanding rent for this tenancy from September 1, 2021 to February 28, 2022;
2. The tenant agreed to pay the landlord \$2,436.00 for March 2022 rent by March 1, 2022, by way of etransfer;
3. The tenant agreed to pay the landlord \$2,436.00 for April 2022 rent by April 1, 2022, by way of etransfer;
4. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2022, by which time the tenant and any other occupants will have vacated the rental site, in the event that the tenant abides by conditions 1 AND 2 AND 3 of the above settlement;

5. Both parties agreed that this tenancy will end pursuant to a five (5) day Order of Possession, if the tenant does not abide by conditions 1 OR 2 OR 3 of the above settlement;
6. The landlord agreed that all of his notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
7. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application;
9. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her monetary claim of \$250.00 for a rent reduction and \$2,250.00 for a disputed additional rent increase, totalling \$2,500.00, in this application and agreed that she will not initiate any future claims or applications against the landlord, with respect to these issues.

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 52-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them. Both parties were given ample time to think about and review the terms of this settlement privately during this hearing.

### Conclusion

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

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached five (5) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 OR 2 OR 3 of the above settlement. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after they do not comply with the above agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by conditions 1 AND 2 AND 3 of the above settlement, this tenancy continues only until 1:00 p.m. on April 30, 2022.

In order to implement the above settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,000.00, the current amount of rent owing for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$1,000.00 as per condition 1 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

As informed to both parties during this hearing, if future rent for March 2022 and/or April 2022 are unpaid by the tenant, the landlord is at liberty to apply for a monetary order at the RTB, as these amounts were not yet due at the time of this hearing on February 14, 2022.

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: February 14, 2022

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Residential Tenancy Branch