



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Central Manor Apts  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, RR, RP, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for a rent reduction - Section 65;
3. An Order for repairs - Section 32; and
4. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirm the exchange and receipt of their evidence. The Parties confirm that no recording devices are being used for the hearing.

### Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the claims for a rent reduction and repairs are not related to the matter of whether or not the tenancy will end, I dismiss these claims with leave to reapply. Leave to reapply is not an extension of any limitation dates.

### Background and Agreed Facts

During the hearing the Parties reached a mutual agreement to settle the dispute. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of the full and final settlement of these matters.

The agreed facts are as follows: The tenancy started on May 31, 2014. Rent of \$1,424.00 was payable on the first day of each month and increased effective January 1, 2022 to \$1,445.00. On January 1, 2022 the Tenant withheld the \$21.00 rent increase portion of the rent. On January 13, 2022 the Tenant was given a 10-day notice to end tenancy for unpaid rent of \$21.00. The Tenant subsequently withheld the \$21.00 rent increase for February, March and April 2022. The Tenant owes \$84.00 in unpaid rent.

### Settlement Agreement

**The Parties mutually agree as follows:**

- 1. The Tenant will pay the outstanding rent of \$84.00 to the Landlord no later than 4:00 p.m. on April 13, 2022;**
- 2. The tenancy will continue; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 (2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above and I order that the Notice is cancelled.

### Conclusion

The Parties have settled the dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 13, 2022

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Residential Tenancy Branch