



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, RR, LRE, LAT, RP, OLC, FFT (Tenant)  
OPR-DR, MNR-DR, FFL, MNDCL (Landlord)

### Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenant filed their application January 11, 2022 (the “Tenant’s Application”). The Tenant applied as follows:

- To dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 08, 2022 (the “Notice”)
- To reduce rent for repairs, services or facilities agreed upon but not provided
- To suspend or set conditions on the Landlord's right to enter the rental unit
- For authorization to change the locks to the rental unit
- For a repair order
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement
- To recover the filing fee

The Landlord filed their application January 25, 2022 (the “Landlord’s Application”). The Landlord applied as follows:

- For an Order of Possession based on the Notice
- To recover unpaid rent
- For compensation for monetary loss or other money owed
- To recover the filing fee

This matter was heard by another Arbitrator April 11, 2022, and a decision was issued the same date. The Tenant sought a review of the original decision and was granted a new hearing in a decision issued April 13, 2022. The review hearing came before me May 17, 2022.

The Tenant appeared at the May 17<sup>th</sup> hearing with the Advocate. Four representatives for the Landlord appeared at the May 17<sup>th</sup> hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

Pursuant to rule 2.3 of the Rules of Procedure (the "Rules"), I advised the Tenant at the outset that I would consider the dispute of the Notice and dismiss the remaining requests because they are not sufficiently related to the dispute of the Notice. I did consider the dispute of the Notice and request for the filing fee. The remaining requests are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the "Act").

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing packages and evidence and no issues arose.

A written tenancy agreement was submitted, and the parties agreed it is accurate.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I advised the parties that settlement discussions are voluntary. The parties discussed settlement and came to an agreement.

I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they are agreeing to the settlement voluntarily.

### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end, and the Tenant will vacate the rental unit, no later than 3:00 p.m. on June 30, 2022.

2. The Tenant withdraws their request to recover the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord representatives advised that the Tenant does not currently owe the Landlord any monies. The parties agreed the Tenant has already paid the Landlord the filing fee for the Landlord's Application. Given these points, the Landlord representatives confirmed the settlement agreement covers the Landlord's Application.

Given the above, the original decision and orders issued April 11, 2022, are set aside and the above decision and corresponding Order of Possession constitute the decision in this matter.

The Landlord is issued an Order of Possession for the rental unit which is effective at 3:00 p.m. on June 30, 2022. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

### Conclusion

These matters are dealt with by way of settlement as outlined above.

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: May 17, 2022

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Residential Tenancy Branch