



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASCENT REAL ESTATE MANAGEMENT  
CORPORATION and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNR, OLC, RR, RP

### Introduction

This hearing was convened in response to the two Applications for Dispute Resolution filed by the Tenant.

In one Application for Dispute Resolution the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. In the other Application for Dispute Resolution the Tenant applied for a rent reduction, for an Order requiring the Landlord to make repairs, and for an Order requiring the Landlord to comply with the tenancy agreement and/or the *Residential Tenancy Act (Act)*.

The Tenant stated that on March 30, 2022 both Applications for Dispute Resolution were sent to the Landlord, via registered mail. The Agent for the Landlord stated that these documents were delivered to her business office but for some reason she did not receive them.

The Agent for the Landlord and the Tenant agree that the Agent for the Landlord contacted the Tenant to advise her that the Applications for Dispute Resolution had not been received, and the Tenant forwarded them to the Landlord on April 25, 2022, via email.

In March of 2022 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via registered mail, on March 30, 2022 and, via email, on April 25, 2022. The Agent for the Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

In April of 2022 the Tenant submitted additional evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via email, on April 25, 2022. The Agent for the Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The Agent for the Landlord stated that she is prepared to proceed with the hearing even though she has not had an opportunity to submit evidence in response to the claims being made by the Tenant. The Agent for the Landlord was advised that she could request an adjournment, for the purposes of submitting evidence, if at any point in the hearing she concluded that documentary evidence was needed. As the parties were able to reach a settlement agreement, an adjournment was not needed.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

#### Issue(s) to be Decided

Should the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities be set aside?  
Is there a need to issue an Order requiring the Landlord to make repairs?  
Is the Tenant entitled to a rent reduction?

#### Background and Evidence

After considerable discussion about issues related to the tenancy, the Tenant and the Agent for the Landlord mutually agreed to resolve all issues in dispute in these two Applications for Dispute Resolution under the following terms:

- The tenancy shall continue;
- The Tenant will receive a rent reduction of \$2,000.00;
- The Landlord will repair the bathroom door, four closet doors, and the front window;

- If the people living in the upper suite continue to disturb the Tenant, the Tenant may seek further compensation if the Landlord does not take reasonable steps to correct the situation; and
- The Tenant will provide the Landlord with a written statement regarding disturbances she has experienced to the Landlord by May 10, 2022; and
- The Tenant will provide photographs to the Landlord by May 10, 2022, which corroborate her concerns with the people living in the upper suite.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Agent for the Landlord and the Tenant clearly indicated their intent to resolve this dispute under these terms.

The Agent for the Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Agent for the Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

### Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

### Conclusion

On the basis of the aforementioned settlement agreement, the Tenant is entitled to a rent reduction of \$2,000.00. The Tenant has the right to apply this to rent when it becomes due.

On the basis of the aforementioned settlement agreement, the Landlord is required to make the repairs mentioned in the settlement agreement.

On the basis of the aforementioned settlement agreement, the Tenant must provide the Landlord with a written statement and photographs, as discussed in the settlement agreement.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 06, 2022

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Residential Tenancy Branch