



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC MNDCT RR RP LRE OLC**

Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice for Cause dated August 28, 2022 ("1 Month Notice") pursuant to section 47;
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided by the Landlord pursuant to section 65;
- an order requiring the Landlord to complete repairs to the rental unit pursuant to section 32;
- an order to suspend or set conditions on the Landlord's right to enter the rental unit pursuant to section 70; and
- an order for the Landlord to comply with the Act, the *Residential Tenancy Regulation* (the "Regulation") and/or tenancy agreement pursuant to section 62.

The Landlords' agents ("PM" and "ES"), the Tenant, an articulated student ("CF") for the Tenant and legal counsel ("DM") for the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated the Notice of Dispute Resolution Proceeding ("NDRP") was served on the Landlord by posting it to each of its agents PM and ES by registered mail on September 14, 2022. The Tenant submitted into evidence the Canada Post tracking numbers for service on each of PM and ES to corroborate her testimony. PM acknowledged the Landlord was served with the NDRP. I find the NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

The Tenant stated she served her evidence on an employee of the Landlord in person on December 27, 2022. PM acknowledged the Landlord received the Tenant's evidence. I find the Tenant's evidence was served on the Landlord in accordance with the provisions of section 88 of the Act.

PM stated the Landlord served it evidence on the Tenant in person on January 3, 2023. The Tenant acknowledged receiving the Landlord's evidence. I find the Tenant was served with the Landlord's evidence in accordance with the provisions of section 88 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancellation of the 1 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. Without admitting any wrongdoing, the Tenant agrees that she will not remove, or otherwise tamper with, the cover of the breaker box located in the rental unit;
4. The Tenant agrees to cooperate with the Landlord in respect of the installation of a tamper resistant cover to the breaker box in the rental unit that will be installed at the Landlord's expense;
5. The Landlord agrees to repair the bathroom light by February 13, 2023; and
6. Without admitting any employee or agent of the Landlord has entered the rental unit without giving the Tenant proper written notice, or without obtaining the Tenant's consent at the time of entry, the Landlord agrees that its employees and agents will not enter the rental unit except in accordance with the provisions of section 29 of the Act.

These particulars comprise the full and final settlement of all aspects of the Tenant's claims against the Landlord. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of the Application.

To give effect to the settlement, I order the 1 Month Notice to be cancelled.

Conclusion

The 1 Month Notice is cancelled.

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

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 14, 2023

Residential Tenancy Branch