



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes XX, XX

Introduction

This hearing convened as a result of the Tenant's Application for Dispute Resolution, filed on September 8, 2022, wherein the Tenant requested an Order cancelling a Notice to End Tenancy for Cause issued on August 29, 2022 (the "Notice") as well as more time to make such an Application.

The hearing of the Tenant's Application was scheduled for teleconference at 11:00 a.m. on January 26, 2023. Both parties called into the hearing. The Tenant called in on her own behalf and the Landlord was represented by Z.A. the Property Manager. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of their settlement follow.

1. The Landlord's representative shall attend the rental unit at 10:00 a.m. on February 28, 2023 for the purposes of inspecting the rental unit, observing any required repairs, taking photos of the rental unit and determining a timeline for any required repairs.
2. If possible, the Tenant shall provide the Landlord's representative with a list of he requested repairs prior to the Landlord's representative's attendance on February 28, 2023, failing which the Tenant shall communicate those requests to the Landlord's representative during their attendance on February 28, 2023.
3. The parties shall make their best efforts to agree upon a timeline for repairs to the rental unit.
4. The Landlord is at liberty to serve another 1 Month Notice to End Tenancy for Cause should the condition of the rental unit warrant such a notice.

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 26, 2023

Residential Tenancy Branch