



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **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. A Monetary Order for the costs of emergency repairs - Section 32; and
3. A Monetary Order for compensation - Section 67.

Both Parties attended the conference call hearing and were given full opportunity to be heard, to present evidence and to make submissions.

### **Preliminary Matters**

The Tenant’s claim for the costs of emergency repairs is related to repairs made in October 2022 and were the costs deducted from November 2022 rent. The Tenant is seeking a cancellation of a notice to end tenancy for unpaid rent dated November 7, 2022 (the “Notice”). The Tenant has also claimed an equal amount for additional costs incurred in November 2022 as a separate compensation claim. These costs have not been deducted from any rents owed.

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 claim for emergency repairs are related to the notice to end tenancy for unpaid rent I accept this claim for this dispute. As the additional compensation claimed is not related to any unpaid rents or the end of

the tenancy, I dismiss this claim with leave to reapply. Leave to reapply is not an extension of any limitation period.

During the hearing the Parties reached a mutual settlement agreement on the claims for the cost of emergency and the claim to cancel the Notice as set out below. The Parties conducted a final review for accuracy of the terms of the mutual agreement reached by Parties during the hearing. 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.

#### Agreed Facts

The tenancy started in 2018. Rent of \$1,200.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit. The Tenant did not pay the rent for November 2022 and the Landlord subsequently gave the Tenant the Notice. The Tenant has paid the rents for December 2022 and to date.

#### Settlement Agreement

**The Parties mutually agree as follows:**

- 1. The claim for the costs of emergency repairs done in October 2022 are properly deducted from November 2022 rent and no rents are owed for November 2022;**
- 2. The tenancy continues; 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. To give effect to this agreement I cancel the Notice and the tenancy continues.

Conclusion

The Parties have settled the dispute and the tenancy continues.

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: March 20, 2023

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Residential Tenancy Branch