



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding MAYBACH MANOR LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RR, RP, OLC, FFT

Introduction

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

- cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 20, 2022 pursuant to section 46;
- an order to allow the Tenant to reduce rent by \$1,438.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order for the Landlord to make repairs to the rental unit pursuant to section 32;
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

The Landlord's agent AK and the Tenant attended this hearing and gave affirmed testimony.

Settlement

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 the issues under dispute in this application:

1. This tenancy will end on April 15, 2023. The Tenant and any other occupant will vacate the rental unit by 1:00 pm on April 15, 2023. The Tenant will pay half month's rent to the Landlord on April 1, 2023.
2. The Tenant received a rent reduction of \$300.00 per month for the months of February, March, and April 2020 due to a roof leak in the rental unit.
3. The Tenant will pay the Landlord \$1,037.00 forthwith for rental arrears. This amount is calculated as $\$179.00 \times 3 + \$500.00 = \$1,037.00$. The parties agree that the Tenant does not otherwise owe any unpaid rent to the Landlord as at the date of this settlement agreement.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement terms as final, binding, and enforceable, which resolve the issues raised on this application.

I take this opportunity to further remind the parties that their rights and responsibilities under the Act, the regulation, their tenancy agreement continue for the duration of the tenancy. Pursuant to section 60 of the Act, either party may make claims related to the tenancy within two years of the date that the tenancy ends.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application. To give effect to the above settlement and as further agreed to by the parties during the hearing:

- I grant the Landlord an Order of Possession which orders that the Tenant provide vacant possession of the rental unit to the Landlord by **1:00 pm on April 15, 2023**. This Order may be served upon the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.
- I grant the Landlord a Monetary Order for the Tenant to pay the Landlord **\$1,037.00**. This Order may be served on the Tenant, filed in the Provincial Court of British Columbia, and enforced as an Order of that Court.

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: March 06, 2023

Residential Tenancy Branch