



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

**Dispute Codes** Tenant: CNR, RR, RP, OLC, FFT  
Landlord: OPR-DR, MNR-DR, FFL

### Introduction

This hearing dealt with the Tenant's Application under the *Residential Tenancy Act (Act)* for:

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act;
2. An Order to reduce rent for repairs, services or facilities agreed upon but not provided under section 65 of the Act;
3. An Order for repairs to the unit, the Landlord has been contacted in writing to make repairs, but they have not been completed under section 32 of the Act;
4. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement under section 62(3) of the Act; and,
5. Recovery of the application filing fee under section 72 of the Act.

This hearing also dealt with the Landlord's cross Application under the Act for:

1. An Order of Possession for a 10 Day Notice under sections 46, 55 and 62 of the Act;
2. A Monetary Order to recover money for unpaid rent under sections 26, 46 and 67 of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

Tenant YB, advocate NC attended the hearing for the Tenant.

Landlord JYF, managing broker CFC attended the hearing for the Landlord.

## **Preliminary Matters**

### *Naming parties*

RTB Rules of Procedure 7.12 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated. In the Tenant's application, the Tenant named the Landlord by the rental property management company name. In the Landlord's cross application, the Landlord is named as the property owner's name. I asked the parties what is the proper name for the Landlord in this matter. The 10 Day Notice listed the property owner's name as the Landlord. The parties' tenancy agreement names the property owner's name as the Landlord. The parties agreed that the Landlord's name is the property owner's name, and they agreed that the name can be changed to reflect this.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served. On this basis, I have amended the Landlord party name which reflects the name in the tenancy agreement for this matter. The style of cause was amended.

### *Unrelated Claims*

Prior to the parties' testifying, I advised them that Rules 2.3 and 6.2 of the Residential Tenancy Branch (RTB) Rules of Procedure authorizes me to dismiss unrelated claims contained in a single application. The Tenant had indicated different matters of dispute on their application, the most urgent of which is the claim to cancel the 10 Day Notice. I advised that not all the claims on the application are sufficiently related to be determined during this proceeding; therefore, I will consider only the Tenant's request to cancel the 10 Day Notice at this proceeding. The Tenant's other claims are dismissed with leave to re-apply.

## **Settlement**

During the hearing the parties indicated their intention to settle their dispute.

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The parties agree there is no outstanding rent owed for the rental unit;
2. The Landlord agrees that the 10 Day Notice is canceled;
3. The Tenant agrees to direct all their concerns to the Landlord's managing broker. The managing broker's email address is copied on the cover sheet of this decision;
4. The parties are ordered to comply with all these settlement terms; and,
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

## **Conclusion**

Given the mutual agreement reached during the hearing, I find that the parties have settled their dispute as recorded above.

The Landlord's 10 Day Notice dated July 9, 2025 is canceled.

The Landlord's other claim for monetary compensation is dismissed.

The Tenant's other claims are dismissed with leave to re-apply.

As this matter was settled, each party must bear the expense of their application filing fees in this matter.

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: August 19, 2025

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Residential Tenancy Branch