



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Introduction**

This hearing was convened in response to two applications filed by the Tenant.

In both Applications for Dispute Resolution, the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for an Order requiring the Landlord to make repairs, and for a rent reduction. In one Application for Dispute Resolution, the Tenant applied for an Order requiring the Landlord to provide access to the unit.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

TA stated that the Application for Dispute Resolution and Proceeding Package for the file number ending with the numbers 162 was not served to the Landlord, as he decided to file another Application for Dispute Resolution and to proceed with that Application for Dispute Resolution. As these documents were not served to the Landlord, I find the Tenant abandoned this Application for Dispute Resolution and that Application for Dispute Resolution is dismissed, without leave to reapply.

TA stated that the Application for Dispute Resolution and Proceeding Package for the file number ending with the numbers 818 was sent to each Respondent, by express post, on October 24, 2025. PM and LK acknowledged receiving these documents on October 29, 2025.

### **Service of Evidence**

On November 13, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. TA stated this evidence was not served to the Landlord. As the evidence was not served to the Landlord, it was not accepted as evidence for the proceedings.

On November 13, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. LK stated that on November 13, 2025 they spoke with a male through the window of the rental unit, whom LK is 99% sure was the Tenant. LK stated that this individual told LK they were sick and to leave the evidence package on their doorstep, which LK did.

TA stated that LK did not speak with TA on November 13, 2025 and TA did not receive evidence left at the door on November 13, 2025.

The parties were advised that I would not accept the Landlord's evidence at this point in the hearing, that the hearing would proceed, and that if at any time in the hearing the Landlord felt it was necessary for me to view the Landlord's evidence, an adjournment would be considered.

As the parties were able to reach a settlement agreement, the hearing was concluded without the need to consider an adjournment.

### **Issue(s) to be Decided**

Should a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities that was received by the Tenant be set aside?

Is there a need to issue an Order requiring the Landlord to make repairs?

Is the Tenant entitled to a rent reduction?

### **Background and Evidence**

Shortly after the start of the hearing the Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on November 30, 2205

- The Landlord will receive an Order of Possession, which requires the Tenant to vacate the unit by November 30, 2025.

This settlement agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

App parties in attendance acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

### **Analysis**

All issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

### **Conclusion**

Based on the mutual agreement reached at this hearing, I grant the Landlord an Order of Possession which requires the Tenant to vacate the unit by 1:00 on November 30, 2025. This Order may be served on the Tenant, filed with the Supreme 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 Act.

Dated: November 14, 2025

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Residential Tenancy Branch