

## **Dispute Resolution Services**

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes MNDC, OLC, RR

## Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order that the landlord comply with the *Act*, regulation or tenancy agreement; and for an order reducing rent for repairs, services or facilities agreed upon but not provided.

The hearing did not conclude on the first scheduled date, and the parties were ordered to provide evidence by the end of business day on October 30, 2015, and my Interim Decision was provided to the parties.

The hearing did not conclude on the second scheduled date and was adjourned to this date for continuation.

The tenant attended the hearing accompanied by an Advocate on all scheduled dates, and an agent for the landlord society also attended on all dates accompanied by an observer.

The parties each gave affirmed testimony and provided evidentiary material in advance of the hearing to the Residential Tenancy Branch and to each other, and the landlord called one witness who gave affirmed testimony.

On the third scheduled date, the parties advised that the matter has been settled in the following terms:

- 1. The parties will sign a new tenancy agreement in the terms that they have agreed upon;
- 2. The tenant's application is withdrawn;
- 3. No orders from the director, Residential Tenancy Branch are required or sought.

## **Conclusion**

For the reasons set out above, the tenant's application is hereby dismissed as withdrawn.

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: November 05, 2015

Residential Tenancy Branch