



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLED DECISION

Dispute Codes DRI, CNC, MNDC, FF

Introduction

This hearing dealt with the tenant's application disputing an additional rent increase, for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), a monetary order for money owed or compensation for damage or loss, and recovery of the filing fee.

The parties appeared and the hearing process was explained. Thereafter the parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form, and to respond each to the other party, and make submissions to me.

Settled Agreement

As the outset of the hearing, the landlord's agent stated that there was an error in accounting such that the landlord would abandon the Notice issued to the tenant. As well, the landlord submitted that after an adjustment, the total amount owed by the tenant to the landlord is \$18.00 and that the landlord would reimburse the tenant his filing fee.

After discussion, the landlord and the tenant agreed to a resolution of the issues in the tenant's application, as follows:

1. The 10 Day Notice to End Tenancy for Unpaid Rent is withdrawn by the landlord and is of no force or effect, with the result that this tenancy continues until it may otherwise end under the Residential Tenancy Act (the "Act");
2. That the tenant owes the landlord the amount of \$18.00;
3. That the landlord will reimburse the tenant \$50.00 as for recovery of the filing fee;
4. The landlord will set off \$18.00 from the \$50.00 filing fee and reimburse the tenant the amount of \$32.00, in satisfaction of both amounts;
5. The parties agree that the tenant's monthly rent as of January 2012, is \$1,180.00;

6. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This settled 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: February 28, 2012.

Residential Tenancy Branch