



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT BETWEEN BOTH PARTIES**

Dispute Codes      CNR, MNDC, FF

### Introduction

This matter dealt with an application by the tenant to cancel the 10 Day Notice to End Tenancy for unpaid rent. The tenant also sought a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement but withdrew this portion of his claim at the hearing. The tenant also sought to recover the filing fee for this proceeding.

Through the course of the hearing the landlord's agent and the tenant came to an agreement in settlement of the tenants claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The landlord's agent agrees to put a dehumidifier in the crawl space of the rental unit for seven days at the landlord's expense.
- The landlord's agent agrees that this dehumidifier will be in place on or before Tuesday 09 October, 2012

- The landlord's agent agrees to withdraw the 10 Day Notice on the condition that the tenant pays the outstanding rent for October of \$300.00 on November 01, 2012
- The landlord agrees to set aside any other past monetary claim for unpaid rent.
- The tenant agrees to pay \$300.00 for the balance of Octobers rent on November 01, 2012.
- The tenant agrees to pay the full rent of \$1,100.00 from November 01, 2012 and for each subsequent month until such a time as the landlord can legally increase the rent or the tenancy ends.
- The tenant agrees to withdraw his application in its entirety.

### Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Dispute Resolution Officer pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenants claim.

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: October 05, 2012.

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Residential Tenancy Branch