



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT BETWEEN BOTH PARTIES**

### Dispute Codes

For the landlord – OPR, MNR, MNSD, FF

For the tenants – CNR, FF

### Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The landlord has applied for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent or; for an Order permitting the landlord to keep all or part of the tenants' security deposit; and to recover the filing fee from the tenants for the cost of this application. The tenants have applied to cancel the Notice to End Tenancy and to recover the filing fee from the landlord for the cost of this application.

The tenants and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided limited documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing, and the tenants were permitted to provide additional evidence after the hearing had concluded however the tenants failed to provide any further documentary evidence. All evidence and testimony of the parties has been reviewed.

Through the course of the hearing the parties came to an agreement in settlement of their respective claims relying on the Arbitrators discretion after reviewing any additional evidence provided by the tenants after the hearing had concluded. As no additional evidence was provided the parties agreed the following agreement.

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 tenants agree to pay rent on the first day of each month in advance.
- The tenants agree to pay any outstanding rent as deemed by the Arbitrator for November, 2012. The Arbitrator finds as there has been no documentary evidence provided by the tenants to the contrary that the tenants owe rent of \$750.00.
- The parties agree to enter into a new written tenancy agreement on January 01, 2013 showing the allowable rent increase of \$28.50 making the rent for the following year \$778.50.
- The landlord agrees to withdraw the 10 Day Notice to End Tenancy.
- The parties agree to withdraw their applications in their 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 both parties' claims.

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: January 02, 2013.

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Residential Tenancy Branch