



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### and

## Record of Settlement

**Dispute Codes:** DRI, OLC, FF

### Introduction

This hearing was convened in response to an application by the tenant disputing an additional rent increase, and for the landlord to comply with the Act and recover the filing fee from the landlord. Both parties attended the hearing.

#### *Preliminary matters*

The landlord requested an adjournment to provide document evidence to this matter in response to the document evidence submitted by the tenant within the time limits prescribed to do so. The landlord's request was opposed by the tenant. As it was available to the landlord to provide their evidence within the time permitted by the Rules of Procedure, the landlord's request was denied and the landlord was given opportunity to respond to any of the tenant's evidence within testimony of the hearing.

It must be noted that after an abundance of discussion respecting the tenancy agreement, I find neither party has in their possession *a mutually signed Addendum* to the tenancy agreement, as purported by the agreement.

Regardless, during the course of the hearing the parties discussed their issues in dispute and turning their minds to compromise confirmed they agreed to settle certain issues in dispute related to the tenancy to the full satisfaction of both parties, and that I record their settlement as per Section 63 of the *Residential Tenancy Act* as follows:

1. The tenant and landlord agree that the current tenancy established by the parties' *month to month* tenancy agreement signed January 05, 2013 - the tenancy - will end **no later than March 31, 2014**; and, the landlord will receive an **Order of Possession effective no sooner than March 31, 2014**.
2. Despite any previous verbal or mutually signed agreement of the parties, both parties agree the monthly rent payable **as of August 01, 2013** will be **\$1200.00**.

3. Despite any previous verbal or mutually signed agreement of the parties, both parties agree **the tenant is no longer responsible** for any repairs, improvements or structural maintenance of the residential property as of this date.
4. Despite any previous verbal or mutually signed agreement of the parties, both parties agree the landlord **may keep all rent paid by the tenant to date.**
5. Despite any previous verbal or mutually signed agreement of the parties, the landlord agrees to remove the “**barber chair**” from the residential unit by no later than **July 31, 2013.**
6. The landlord agrees to be mindful of the tenant’s privacy and the tenant’s right to quiet enjoyment of the residential unit, as prescribed by the Act, and the landlord will endeavour to restrict their time on the residential property for maintenance to the property, only if and when necessary.
7. The landlord agrees to limit their time on the residential property **to 7:00 p.m.** on any given day the landlord may be on the property.
8. Both parties will endeavour to remain respectful and civil toward one another to the end of the tenancy.

### **Conclusion**

**I grant an Order of Possession** to the landlord **effective no sooner than March 31, 2014.** The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

As the parties determined to settle their dispute, I decline to grant the tenant the filing fee for this matter.

**This Decision and Settlement is final and binding on both parties.**

*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: July 24, 2013



# Residential Tenancy Branch

RTB-136

**All decisions are binding and both landlord and tenant are required to comply.**

The RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)) has information about:

- How and when to enforce an order of possession:  
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:  
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:  
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:  
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:  
Fact Sheet RTB-100: *Review Consideration of a Decision or Order* **(Please Note: Legislated deadlines apply)**

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)