



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT BETWEEN BOTH PARTIES**

### Dispute Codes

For the tenant – DRI, CNC, FF

For the landlord OPC, FF

### Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied to dispute an additional rent increase; to cancel a Notice to End Tenancy for cause; and to recover the filing fee from the landlord for the cost of this application. The landlord applied for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of this application.

Through the course of the hearing the parties came to an agreement in settlement of each party's 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 tenant agrees to vacate the rental unit on or before May 31, 2014
- The landlord agrees the tenant can move out without providing the required one months notice.

- The landlord agrees to pay compensation to the tenant of \$650.00 if the tenant vacates the rental unit before April 30, 2014
- If the tenancy continues in May, 2014 the landlord agrees the tenant does not have to pay rent for May, 2014 of \$650.00
- The landlord agrees to return the security deposit to the tenant on the last day of the tenancy
- The landlord agrees to approach the City to ask for an extension of time on the Order from the City to May 31, 2014
- The tenant agrees that no further compensation will be sought from the landlord in the event the landlord is unable to get an extension on the City Order.

### Conclusion

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

This agreement is in full, final and binding settlement of both parties applications.

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: April 11, 2014

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Residential Tenancy Branch

