



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes:

Tenant: CNR
Landlord: MNR, MNDC, MNSD, OPR, FF

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the Act). Both parties attended the in-person hearing and provided their testimony. The tenant was aided by a representative of a community-based organization (the Society). The landlord was represented by their agents.

It is undisputed that on August 08, 2014 the landlord gave the tenant a 10 Day Notice to End Tenancy for Unpaid Rent stating that as of August 01, 2014 the tenant owed \$2328.00 in arrears and administrative fees. It is undisputed that through a series of past rent increases the payable rent is \$799.00 per month and currently in arrears.

During the course of the hearing the parties discussed their dispute and representatives for the parties discussed settlement options and as a result the parties agreed to settle all the issues and items in dispute 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 the tenant and landlord agree that **this tenancy will continue**, and the landlord's Notice to End is effectively withdrawn, on the following terms.
2. the Society will pay the landlord rent in arrears and administrative fees in the sum amount of **\$2396.00**.
3. when rent is due, the landlord will receive **from the tenant** the *tenant's portion* of the payable rent, in the amount of **\$731.00**, toward satisfaction of the payable rent of \$799.00.

4. the Society **will satisfy *the balance of the payable rent*** to January 2015, and
5. As of February 01, 2015 the Society **will satisfy *the balance of the new payable rent*** pursuant to a legal rent increase.

Conclusion

The tenancy continues in accordance with the parties' settlement terms and the landlord's Notice to End is of no effect.

This Decision and Settlement are 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: December 03, 2014

Residential Tenancy Branch

