



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNL, CNR, OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy - Sections 46 and 49; and
2. An order in relation to an additional rent increase - Section 43

The Landlord applied for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. An Order to retain the security deposit –Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions. During the Hearing the Parties reached an agreement to settle the dispute.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute to enable the tenancy to continue and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. Commencing December 2014 the Tenant will pay 40.00 each month until the rental arrears of \$463.00 have been paid in full;**
- 2. The Tenant will pay the Landlord \$608.00, representing additional rental arrears to the end of November 2014, by November 30, 2014;**
- 3. The Tenant will provide to the Landlord no later than November 24, 2014 the following documents as proof of income:**
 - a. The most recent pay stub for each Tenant;**
 - b. Bank statements for each Tenant for the months of August, September and October 2014 or a statement that either Tenant has no bank account;**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Conclusion

The Parties have resolved the dispute as set out above on the mutually agreed upon terms and the tenancy continues.

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: November 19, 2014

Residential Tenancy Branch

