



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a determination regarding his dispute of an additional rent increase by the landlord pursuant to section 43; and
- an "other" remedy.

The tenant appeared. The landlord appeared. The landlord acknowledged service of the tenant's dispute resolution package but noted that it was received outside the three-day timeframe provided for in section 59 of the Act.

The dispute relates to an alleged breach of a material term and an attempt by the landlord to collect amounts she says are owed for the tenant's visitor's use of utilities. The other remedy the tenant seeks is to be discharged from his fixed-term tenancy agreement in advance of its end on 31 August 2015.

In the course of the hearing the parties were able to agree to an end to the tenancy on 31 July 2015 as well as an extra payment of utilities for the tenant's visitor's use for June and July.

Analysis

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw the 1 Month Notice.
3. On or before one o'clock in the afternoon on 31 July 2015, the tenant agrees to provide possession of the rental unit to the landlord.
4. The tenant agrees to pay to the landlord \$150.00 as compensation for the visitor's use of utilities for June 2015.
5. The tenant agrees to pay to the landlord \$125.00 as compensation for the visitor's use of utilities for July 2015.
6. The tenant agrees that the visitor would not visit any more than she has been.

Each party stated that he or she understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The tenant's application is withdrawn. The landlord's 1 Month Notice is cancelled.

The monetary orders are to be used if the tenant does not pay \$275.00 to the landlord in accordance with their agreement. The landlord is provided with these orders in the above terms and the landlord should serve the tenant with these orders so that the landlord may enforce it in the event that the tenant does not pay the amounts as set out in their agreement. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: June 09, 2015

Residential Tenancy Branch

