



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNR, ERP, FF

Introduction

This hearing was convened in relation to the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order regarding a disputed additional rent increase pursuant to section 43;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

The tenant appeared. The landlord appeared. The landlord is agent to the owner/landlord SK.

At the hearing the parties informed me that the tenant had vacated the rental unit. The tenant and landlord agreed that there were outstanding issues in respect of this tenancy. In particular, the tenant has rent arrears in the amount of \$1,700.00, the landlord continues to hold the tenant's security deposit in the amount of \$500.00, and the tenant has an outstanding claim for compensation for the devaluation of the tenancy as a result of the owner/landlord's continued failure to conduct necessary repairs.

I informed the parties that, while I could not deal with these outstanding matters by way of adjudication, it was available to the parties to enter into a mutually agreed to settlement to resolve all outstanding matters. The parties were able to agree to a resolution.

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 disputes under the following final and binding terms:

1. The tenant agreed to withdraw her application.
2. The landlord agreed to forgive the rent arrears of \$1,700.00.
3. The tenant agreed the landlord would retain the security deposit in the amount of \$500.00.
4. The tenant and landlord agreed that neither party would file any future application in respect of this tenancy, which has now ended.

The landlord confirmed he had authority to bind the owner/landlord to this agreement. Each party stated that he or she understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

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: March 09, 2016

Residential Tenancy Branch

