



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IMH POOL XIV LP
and [tenant name suppressed to protect privacy]

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

DRI, CNR, FF

Introduction

This matter dealt with an application by the tenants to dispute an additional rent increase; to cancel a Notice to End Tenancy for unpaid rent; and to recover the filing fee from the landlord for the cost of this proceeding.

Through the course of the hearing the tenants and the landlord's agent came to an agreement in settlement of the tenants' application.

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 parties agree the 10 Day Notice to End Tenancy for unpaid rent issued on February 02, 2016 will be cancelled and therefore no longer has any force or effect;
- The parties agree that the landlord will issue and serve the tenants with a new Rent Increase Notice before the end of March, 2016 with an effective date of July 01, 2016 in accordance with s. 42 and 43 of the *Act*. The Rent Increase Notice issued in September, 2015 no longer has any force or effect.

- The landlord agreed the tenants could recover their filing fee of **\$100.00** by deducting this amount from their rent due for April, 2016.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement and this agreement is in full, final and binding settlement of the tenant's application. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

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: March 22, 2016

Residential Tenancy Branch