



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, OPC

Introduction

This was a cross-application hearing.

The tenant has applied to cancel a one month Notice to end tenancy for cause that was issued on January 21, 2016.

The landlord applied requesting an Order of possession based on the one month Notice ending tenancy for cause.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Should the one month Notice ending tenancy for cause issued on January 21, 2016 be cancelled or must the landlord be issued an Order of possession?

Mutually Settled Agreement

After a conference call hearing that continued for 45 minutes the parties were able to reach a mutually settled agreement as follows:

- Effective August 2015 the rent increased by \$50.00 per month,
- The tenant will immediately pay the landlord \$50.00 per month from August 2015 to March 2016, inclusive, plus the landlord's \$100.00 filing fee;

- The payment and rent increase is by agreement and recognizes the presence of the tenants' son, as an occupant, since August 2015;
- Once payment is made to the landlord the tenants' son will be considered an approved occupant who resides with the tenant;
- The one month Notice to end tenancy will be withdrawn and be of no force and effect once payment is made by the tenant, confirming this agreement; and
- The tenants' son will not be provided with parking on the residential property.

Section 63 of the Act provides:

Opportunity to settle dispute

63 (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 an order.

Therefore, based on the mutually settled agreement of the parties I Order that:

- Effective August 2015 the monthly rent increased by \$50.00 per month;
- The tenant must immediately pay the landlord \$50.00 per month from August 2015 to March 2016, inclusive, plus the landlords' \$100.00 filing fee;
- That once payment is made the tenants' son will be considered an occupant of the rental unit and the one month Notice ending tenancy for cause issued on January 21, 2016 will be of no force and effect; and
- That landlord is not required to provide parking for the tenants' son.

Conclusion

This decision and mutually settled agreement is final and binding and 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 16, 2016

Residential Tenancy Branch