



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNR, O

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- an order regarding a disputed additional rent increase pursuant to section 43.

The tenant and landlord both appeared. No issues of service were raised.

Background to Settlement

This dispute involves a tenancy agreement that is complicated by a service agreement.

I explained to the parties at the hearing that my decision by way of adjudication would involve determining whether monthly rent was \$400.00 or \$600.00 with an offsetting \$200.00 in compensation for the services performed under the services agreement.

I explained to the parties that pursuant to subsection 2(1) of the Act and *Residential Tenancy Policy Guideline*, "1. Landlord & Tenant – Responsibility for Residential Premises" services agreements are outside the jurisdiction of the Branch.

The parties stated that they understood the issues that I would be considering and determined that it was in their interests to enter into a settlement conversation. In the course of the hearing the parties reached an agreement to end this tenancy.

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 vacate the rental unit on or before 2300 on 30 April 2016.
2. The tenant agreed to waive return of his security deposit in the amount of \$200.00.
3. The landlord agreed to waive any current claim to rent arrears in excess of the tenant's security deposit amount.

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

Conclusion

The landlord's 10 Day Notice is in effect cancelled.

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: April 13, 2016

Residential Tenancy Branch