



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR; CNR, MNDC, OLC, PSF, RR, O, FF

### Introduction

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

- an order of possession for unpaid rent, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

This hearing also dealt with tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 5, 2016 ("10 Day Notice"), pursuant to section 46;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- other unspecified remedies; and
- authorization to recover the filing fee for his application from the landlords, pursuant to section 72.

The two landlords and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 24 minutes in order to allow both parties to fully negotiate a settlement of their claim.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

### Analysis

Pursuant to section 63 of the *Act*, the 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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the rent for this rental unit is \$740.00 total per month effective on August 1, 2016, as per the landlords' Notice of Rent Increase, dated April 30, 2016, for the remainder of this tenancy until it is legally changed in accordance with the *Act*;
  - a. Both parties agreed that the above monthly rent of \$740.00 includes water, gas and electricity utilities and television cable services and that the tenant is not required to pay any extra amounts in addition to rent for the above utilities and services;
2. Both parties agreed that the landlords' 10 Day Notice, dated June 5, 2016, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy continues until it is ended in accordance with the *Act*;
4. The tenant agreed to bear the cost of the \$100.00 filing fee paid for his application;
5. The tenant agreed to provide the landlords with a key to access his rent unit; and
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

### Conclusion

I order that the rent for this rental unit is \$740.00 total per month effective on August 1, 2016, inclusive of water, gas and electricity utilities and television cable services, for the remainder of this tenancy until it is legally changed in accordance with the *Act*.

The landlords' 10 Day Notice, dated June 5, 2016, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

The tenant must bear the cost of the \$100.00 filing fee paid for his application.

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: July 12, 2016

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Residential Tenancy Branch