



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RR, MN, OPC, MNR, FF

### Introduction

In the first application the tenants seek to cancel a one month Notice to End Tenancy served June 10, 2016, a rent reduction for loss of a service and, by amendment, a monetary award for an unlawful rent increase and for unspecified breach of the tenancy agreement.

In the second application the landlord seeks an order of possession pursuant to the Notice and a monetary award for unpaid rent.

The parties were able to resolve this matter at hearing. The following is a particularization of the settlement agreement that was reached.

1. The landlord, himself a tenant of the premises under a tenancy agreement with the owners, has been served with a one month Notice to End Tenancy for cause. He has filed an application disputing that Notice. He agrees that he will withdraw his challenge of that Notice, resulting in an end of his tenancy and the end of this tenancy and that he will vacate the premises on or before one o'clock in the afternoon on August 31, 2016.
2. It is agreed that if the tenants wish to continue to reside in the premises after August 31, 2016, they will be obliged to reach their own tenancy agreement with the owners.
3. The tenants will pay the landlord the August 2016 rent of \$900.00 by today, August 4, 2016, by Interac transfer or by any other arrangement agreed to by the landlord.

4. The landlord holds a \$450.00 security deposit. It will be dealt with in the normal course at the end of the tenancy and s. 38 of the *Residential Tenancy Act* will apply.
5. The tenants confirm that their forwarding address in writing after August 31, 2016 will be the address of this rental unit. The parties agree that this satisfies the tenants' obligation to provide a forwarding address in writing under s. 38, above.
6. The tenants forego and waive their monetary claim against the landlord.

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: August 04, 2016

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Residential Tenancy Branch