



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNR, OLC, O, FF; OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing was scheduled to deal with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 1, 2017 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- other unspecified remedies; and
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing also dealt with the landlords' application against both tenants, pursuant to the *Act* for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord and her advocate and the tenant and his lawyer, attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she is the co-owner of the rental unit along with her advocate who attended the hearing. The landlord's advocate did not testify at this hearing. The tenant confirmed that his lawyer had permission to speak on his behalf at this hearing. This hearing lasted approximately 92 minutes in order to allow both parties to negotiate a full settlement of both applications.

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. Both parties raised issues regarding document service methods and timelines of the other party's evidence but confirmed that they had no objection to the admissibility of the evidence and wanted to proceed with the hearing.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlord's application on July 27, 2017 at 9:30 a.m. The file number for that hearing appears on the front page of this decision. The tenant confirmed that he received the landlord's application. Both parties agreed to settle the landlord's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

### 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 and orders. During the hearing, the parties discussed the issues between them, 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 this tenancy will continue until it is ended in accordance with the *Act*;
2. The landlord agreed that her 10 Day Notice, dated May 1, 2017, is cancelled and of no force or effect;
3. The tenant agreed to pay the landlord monthly rent of \$1,244.40, effective July 1, 2017 and until the rent is changed in accordance with the *Act*, on the following conditions;
  - a. Both parties agreed that any future rent increases will be based on the \$1,244.40 monthly rent amount;
  - b. Both parties agreed that the rent will only be increased by the landlord in accordance with section 43 of the *Act* by using the appropriate form with proper notice to the tenant for an increase as per the allowable yearly *Regulation* amount;
4. The tenant agreed to pay the landlord monthly utilities of \$170.00, effective July 1, 2017, on the following conditions;

- a. the landlord will provide the utility bills to the tenant on an ongoing basis for the remainder of this tenancy;
  - b. the landlord will conduct an annual review of the utilities and provide at least 30 days' written notice to the tenant if the amount of utilities that the tenant is required to pay will be increased or decreased depending on usage;
5. The tenant agreed to pay the landlord \$100.00 by June 13, 2017 by way of e-transfer and the landlord agreed to accept this payment towards all outstanding utilities for this tenancy for the period from June 1, 2016 to June 13, 2017;
6. The landlord agreed that she will not discuss the terms of this settlement agreement with any other tenants who live in the same rental building as the tenant;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application scheduled for a future hearing at 9:30 a.m. on July 27, 2017, between these parties arising out of this tenancy, the file number of which appears on the front page of this decision;
  - a. Both parties confirmed that they will not be attending the future hearing which is hereby cancelled by way of this settlement;
  - b. The landlord agreed to bear the cost of the \$100.00 filing fee paid for that application;
8. The tenant agreed to bear the cost of the \$100.00 filing fee paid for his application;
9. The tenant agreed that this settlement agreement also constitutes a final and binding resolution of his application.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

### Conclusion

I order both parties to comply with the above settlement terms.

The landlord's 10 Day Notice, dated May 1, 2017, is cancelled and of no force or effect.

I order that this tenancy continues until it is ended in accordance with the *Act*.

I order that the tenant pay the landlord monthly rent of \$1,244.40, effective July 1, 2017 and until the rent is changed in accordance with the *Act*.

I order that the tenant pay the landlord monthly utilities of \$170.00, effective July 1, 2017 and until this amount is changed as per the above condition #4(b).

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$100.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to abide by condition #5 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's application, scheduled for a future hearing on July 27, 2017 at 9:30 a.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlord must bear the cost of the \$100.00 filing fee paid for that application.

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: June 14, 2017

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Residential Tenancy Branch