



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPL, OPC, MNR, DRI, CNC, CNL, CNR, MNDC

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession pursuant to multiple notices to end tenancy and for a monetary order for unpaid rent and the filing fee. The tenant applied for an order to set aside the notices to end tenancy, to dispute a rent increase and for a monetary order for compensation.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent and the filing fee?
Is the tenant entitled to a monetary order for compensation? Did the landlord raise rent in a manner that is non-compliant with the *Act*?

Background and Evidence

These parties have attended multiple hearings and have another hearing scheduled for October 19, 2017. The applications of both parties were discussed at length.

During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute on the following terms:

1. The tenant agreed to move out by 1:00 pm October 31, 2017.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm October 31, 2017
3. An order of possession will be issued to the landlord effective this date.
4. The landlord agreed to forgive all unpaid rent in full and final settlement of all claims against the tenant
5. The tenant agreed that by accepting the forgiveness of rent owed for four months of tenancy, all claims against the landlord are fully and finally settled.
6. The tenant agreed to leave the rental unit in a clean and undamaged condition. The tenant understood that the landlord has a legal right to pursue damages if the rental unit is left in a condition that requires cleaning and/or repairs
7. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.
8. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
9. Both parties agreed to cancel the hearing that is scheduled for October 19, 2017 at 9:30am, as all matters regarding the applications of both parties have been fully and finally settled.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

I grant the landlord an order of possession effective at **1:00 pm on October 31, 2017.**

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: October 04, 2017

Residential Tenancy Branch