



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF (Landlords' Application)
 DRI, CNR, FF (Tenant's Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlords and Tenant. The Tenant applied to: dispute an additional rent increase; to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the "10 Day Notice"); and recover the filing fee from the Landlords.

The Landlords applied for an Order of Possession. The Landlords amended their application for a Monetary Order for rental arrears prior to the hearing and also requested to recover the filing fee during the hearing.

The parties appeared for the hearing and the male Landlord and Tenant provided affirmed testimony. The parties confirmed receipt of each other's Applications and service of all the documentary evidence prior to the hearing.

The hearing process was explained to the parties and no questions were raised as to how the hearing would be conducted. The parties were given a full opportunity to present evidence on the relevant issues, make submissions, and to cross examine the other party on the relevant evidence provided.

At the start of the hearing, I determined that the Tenant had not paid any illegal rent increases in this tenancy. Therefore, I dismissed the Tenant's Application to dispute an additional rent increase.

After the parties had finished providing their evidence in relation to unpaid rent relating to the 10 Day Notice and rent not paid by the Tenant pending the outcome of this hearing, I informed the parties that I would make a decision in this matter.

The parties were informed that my findings would be based on the evidence before me and the *Residential Tenancy Act* (the "Act") which governs residential tenancies. In the alternative, I offered the parties an opportunity to settle the dispute by mutual agreement.

Section 63 of the Act allows an Arbitrator to 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.

The Landlords were not willing to allow the tenancy to continue. However, the Landlords indicated that they would be agreeable to end the tenancy on a mutual future date, but this would have to be contingent on the Tenant paying the agreed accumulated rental arrears of \$1,600.00 and the Landlords' filing fee.

The Tenant asked to end the tenancy for December 10, 2017, this being the earliest time period she would be able to physically move out of the rental unit. The parties then spent some time working on the following terms and conditions to settle both Applications.

Settlement Agreement

The parties agreed to settle both Applications in full satisfaction as follows:

1. The tenancy will end on December 10, 2017 at 1:00 p.m. and the Tenant will vacate the rental unit on this date and time.
2. The Landlords agreed to end the tenancy on the above date and time conditional upon the Tenant making payment of the rental arrears in the amount of \$1,700.00, inclusive of the filing fee.
3. The Tenant agreed to make the payment by email transfer on or before midnight on the date of this hearing, November 6, 2017.
4. The Tenant bears the burden to prove payment has been made in accordance with this agreement.
5. The Tenant will still be liable to pay for prorated rent up until December 10, 2017. However, the Landlords are not barred from applying for any monetary compensation as a result of the Tenant over holding the tenancy beyond the agreed date.
6. If the Tenant fails to make payment to the Landlords by the agreed deadline, the Landlords may serve the Tenant with the attached Order of Possession which will be effective two days after service on the Tenant.
7. If the Tenant makes payment in accordance with the above agreement but fails to vacate the rental unit by December 10, 2017, the Landlords may use the attached Order of Possession to enforce the ending of the tenancy on this date and time.

8. The Landlord is also issued with a Monetary Order in the amount of \$1,700.00 which is enforceable in the Small Claims Division of the Provincial Court as an order of that court if the Tenant fails to make payment in accordance with this agreement.

Copies of the above orders are attached to the Landlords' copy of this Decision.

The parties confirmed their voluntary agreement to the above terms and conditions both during and at the conclusion of the hearing. The parties acknowledged their full understanding of resolution in this manner and that the granted orders are final and binding.

The Applications have been settled and are therefore dismissed without leave to re-apply. These files are now closed.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 06, 2017

Residential Tenancy Branch