



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking to dispute a rent increase and cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The hearing was convened by telephone conference call and was attended by the Landlord and Tenant. All parties provided affirmed testimony.

Preliminary Matters

The Tenant stated that her daughter, who is a minor, was accidentally named as the Applicant N.B. on the Application and that she is not a Tenant under *Act* or the tenancy agreement. The Tenant E.B. stated that her daughter will therefore not be participating in the hearing and requested to proceed as the only Applicant. The Application was amended pursuant to the *Act* and rule 4.2 of the Rules of Procedure to list only the Tenant E.B. as the Applicant.

Settlement

At the outset of the hearing the parties testified that they had reached a mutual settlement agreement which they wished to have documented in my decision and supporting orders. The parties were advised that pursuant to section 63 of the *Act*, I could assist them in reaching and documenting their agreement as requested. They were also advised on several occasions that there is no obligation to resolve the dispute through settlement.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Tenant currently owes \$1,000.00 in outstanding rent.

2. The Tenant agrees to pay the \$1,000.00 in outstanding rent by 11:59 P.M. on January 31, 2018.
3. The parties agree that if the Tenant pays the above noted outstanding rent by January 31, 2018, and the February rent of \$2,580.00 by 11:59 P.M. on February 1, 2018, the tenancy will continue pursuant to the tenancy agreement and the *Act*.
4. The parties understand that if the tenancy continues pursuant to condition 3 of this settlement agreement, the rights and obligations of the parties under the *Act* continue until the tenancy is ended in accordance with the *Act*.
5. The parties agree that if the Tenant does not make either of the payments noted above, on-time and in full, the tenancy will end at 1:00 P.M. on February 10, 2018, and the Tenant agrees to vacate the premises by this date and time.
6. The parties agree that even if the tenancy ends in accordance with condition 4 of this settlement agreement, the Tenant is still responsible for the above noted rent amounts.
7. The Tenant withdraws their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the mutual settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Order of Possession, effective at **1:00 pm on February 10, 2018**. The Landlord is provided with **this Order** in the above terms and if the Tenant fails to comply with the payment schedule noted above, the Tenant must be served with **this Order** as soon as possible. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out in the mutual settlement agreement.

Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Monetary Order in the amount of **\$3,580.00**. The Landlord is provided with **this Order** in the above terms and if the Tenant fails to comply with the payment schedule noted above, the Tenant must be served with **this Order** as soon as possible. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out in the mutual settlement agreement.

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.

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: January 25, 2018

Residential Tenancy Branch