



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, PSF, CNL, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* to cancel a notice to end tenancy for landlord's use of property. The tenant also applied for an order to direct the landlord to comply with the *Act*, to provide services and to reduce rent. The tenant also applied for a monetary order for the compensation in the amount of \$2,000.00 and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Did the landlord serve the tenant with a valid notice to end tenancy for landlord's use of property? Did the landlord remove a service that was provided to the tenant as per the tenancy agreement? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on February 01, 2011. The monthly rent at the start of the tenancy was \$950.00 and included utilities. The current rent is \$945.00. On October 31, 2017, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The reason for the notice was that the landlord had permits to carry out renovations. The landlord agreed that he did not have any permits and the notice to end tenancy was set aside.

The primary dispute between the parties was the cost of utilities. During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions 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 under the following terms.

- The landlord agreed to request the upper tenant to remove all their belongings from the lower deck which is for the use of the lower tenant. The landlord agreed to provide such a notice to the upper tenant by February 03, 2018.
- The tenant agreed to pay an increased monthly rent of \$1,100.00 effective February 01, 2018.
- 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 landlord – tenant relationship. Both parties acknowledged that they understood and agreed with the above terms of their agreement.

Conclusion

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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this 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: January 31, 2018

Residential Tenancy Branch