



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDCT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on February 13, 2018 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated February 7, 2018 (the “One Month Notice”). The Tenant also sought compensation for monetary loss or other money owed.

The Tenant appeared for the hearing with a Legal Advocate. The Tenant also had a witness appear for the hearing. The Landlord appeared for the hearing. Both the Tenant and Landlord provided affirmed testimony.

The Tenant and his Legal Advocate provided me with the correct legal spelling of the Tenant’s name and I amended the Application to reflect this. The correct legal spelling is reflected in the style of cause.

The hearing process was explained to the parties and they had no questions about the proceedings. The Landlord confirmed receipt of the hearing package and Tenant’s evidence. He said he had a chance to review the evidence. The Landlord had not submitted any evidence or served any evidence on the Tenant.

At the outset of the hearing, the Legal Advocate advised that the Tenant was withdrawing his claim for compensation for monetary loss or other money owed.

The parties had entered into a month-to-month tenancy agreement starting November 1, 2014. Both parties agreed the rent was \$525.00 per month at the start of the tenancy and that it had increased since. However, the parties could not agree on the rent increases. Both parties agreed rent was due on the first of every month.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* which allows an arbitrator to assist the parties to settle their dispute. I explained to the parties that settlement discussions are voluntary. I told the parties that if they chose not to discuss settlement I would make a final and binding decision in the matter. I told the parties that if they did come to an agreement I would write out the agreement in my written decision and make any necessary orders. Both parties agreed to discuss settlement and a discussion ensued between all parties and me.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with each party. I told the parties that I would issue an Order of Possession which could be enforced if the Tenant did not move out in accordance with the agreement. I explained to the parties that the settlement would be final and legally binding meaning that neither party could change their mind about the agreement once finalized. The parties stated they understood this. Each party confirmed that all issues had been covered. Each party confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. None of the parties had any final submissions or questions when asked. I confirmed with the Tenant and Legal Advocate that we did not need to hear from the witness given that an agreement had been reached.

#### Settlement Agreement

The Tenant and Landlord agree as follows:

1. The Tenant's claim for compensation for monetary loss or other money owed is withdrawn.
2. The One Month Notice is cancelled.
3. The tenancy will end at 1:00 p.m. on July 31, 2018. The Tenant must vacate the rental unit on July 31, 2018.
4. The Tenant will pay the Landlord \$700.00 per month on the first day of each month.
5. All rights and obligations of the Tenant and Landlord under the tenancy agreement will continue except for any prior agreement about the amount of rent due which no longer applies given term 4 of this agreement.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

Further to the settlement agreement, the One Month Notice is cancelled.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on July 31, 2018. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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: April 27, 2018

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Residential Tenancy Branch