



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNL, FF

### Introduction

This hearing dealt with the tenant's application, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated January 31, 2018 ("2 Month Notice"), pursuant to section 49;
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 77 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant confirmed receipt of the landlord's 2 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 2 Month Notice.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may 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 and orders. During the

hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
  - a. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated January 31, 2018;
2. The landlord agreed that the tenant is entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice on the following term:
  - a. The tenant is not required to pay any rent to the landlord from September 1 to 30, 2018;
3. The landlord agreed that the tenant already paid rent for March 2018 to the landlord;
4. The tenant agreed to pay the landlord \$800.00 for April 2018 rent by April 30, 2018 by way of e-transfer;
5. The tenant agreed to pay the landlord \$800.00 for May 2018 rent by May 1, 2018 by way of e-transfer;
6. The tenant agreed to pay the landlord 25% of the total gas and electricity costs for the rental property once the landlord provides the bills to the tenant first;
7. The tenant agreed to provide the landlord with a copy of the previous Residential Tenancy Branch decision and the landlord agreed to abide by it;
8. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
9. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application made at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2018. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$800.00, the current amount owing for April 2018 rent for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$800.00 as per condition #4 of the above agreement. The tenant must be served with a copy of this Order. 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.

If the landlord requires a monetary order for future unpaid rent after May 1, 2018, he can make an application for dispute resolution.

The tenant must bear the cost of the \$100.00 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: April 30, 2018

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Residential Tenancy Branch