



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, FFT
OPRM-DR, FFL

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenants’ Application for Dispute Resolution was made on September 24, 2018. The Tenants applied to cancel a 10-Day Notice for Unpaid Rent (the 10-Day Notice) issued on October 3, 2018, to dispute a rent increase and for the return of their filing fee. The Landlords’ Application for Dispute Resolution was made on October 9, 2018. The Landlord applied to enforce a 10-Day Notice for Unpaid Rent (the 10-Day Notice) issued on October 3, 2018, for a monetary order for unpaid rent and utilities, and to recover the filing fee paid for their application.

Both the Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Tenant and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Landlords' 10-Day Notice to End Tenancy for Unpaid Rent or Utilities be cancelled?
- If not, are the Landlords entitled to an Order of Possession?
- Are the Landlords entitled to a monetary order pursuant to section 46 of the *Act*?
- Are the Tenants entitled to the return of their filing fee?
- Are the Landlords entitled to the return of their filing fee?

Background and Evidence

Both parties agreed that they had signed a one-year fixed term tenancy, that began on October 1, 2016, with a monthly rent of \$1,000.00 to be paid by the first day of each month. The parties also agreed that the Tenants paid the Landlords a \$500.00 security deposit at the outset of this tenancy. Both the Landlord and the Tenant submitted a copy of the tenancy agreement into documentary evidence.

Both parties also agreed that a second tenancy agreement was signed at the end of the first term that began on October 1, 2017, with a monthly rent of \$1,500.00 to be paid by the first day of each month. Both parties also agreed that there had been an addendum to the second tenancy agreement that provided for a rent reduction in return for "cat care," in the amount of \$500.00 per month. Both the Landlord submitted a copy of the tenancy agreement and the addendum into documentary evidence.

The Landlord testified that she had informed the Tenant by text message and an email that the "cat care" was no longer required and that the full rent of \$1,500.00 would be due as of October 2018. The Landlord testified that she had never issued a rent increase for this tenancy but that she was just removing the rent reduction as the Tenants' services were no longer required for "cat care."

The Tenant testified that she believed that the Landlord was issuing a rent increase when she required the Tenants to pay \$1,500.00 in rent for October 2018.

During the hearing, both parties agreed that the Notice would be withdrawn, and expressed a desire to enter into a mutual agreement to end the tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may

be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The 10-Day Notice to End Tenancy for Unpaid Rent, dated October 3, 2018, is withdrawn.
2. That as of the date of this hearing there is no outstanding rent for this tenancy.
3. The Tenants will move out of the rental unit by November 30, 2018, at 1:00 p.m.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlords and Tenants, an **Order of Possession** dated **November 30, 2018**, will be granted to the Landlords to be served on the Tenants in accordance with this agreement.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. I decline to award the recovery of the filing fees in this case.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlords to be served on the Tenants effective not later than 1:00 p.m. on **November 30, 2018**. The Landlords are provided with this Order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants 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: November 6, 2018

Residential Tenancy Branch