



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, OLC, FFT

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- An order to dispute a rent increase from the landlord pursuant to section 41;
- An order requiring the landlord to comply with the *Act*, Regulation and/or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenant JM appeared on behalf of both tenants ("the tenants"). The lawyer NR appeared on behalf of the landlord ("the landlord").

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 55 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

### **The Parties mutually agreed as follows:**

- The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement between them and will end on December 31, 2019 at 1:00 PM at which time the tenants and all occupants will have vacated the unit;
- The tenants will pay monthly rent of \$820.00 on the first of each month commencing February 1, 2019 until the tenancy ends on December 31, 2019;
- The tenant may deduct \$100.00 once from rent payable to the landlord as a one-time reimbursement of the filing fee;
- The landlord and the landlord's family members will adhere to the *Act* and regulations; in particular, the landlord agrees as follows:

- neither the landlord nor the landlord's family members will interfere with the tenants' quiet enjoyment of the unit during the remainder of the tenancy;
- the landlord will ensure that his father and mother-in-law do not communicate directly or indirectly with the tenants;
- neither the landlord nor the landlord's family members will enter the unit without the consent of the tenants or following notice given in compliance with the Act;
- All remaining claims by both parties are dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession which must be served upon the tenants, should the tenants fail to vacate the unit by 1:00 PM on December 31, 2019.

These terms comprise the full and final settlement of all aspects of these applications for both parties.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

### Conclusion

The landlord is granted an order of possession effective at 1:00 PM on December 31, 2019. The order of possession must be served upon the tenants only in the event the tenants fail to comply with the terms of this settlement decision. If the tenants do not comply with the order, the order may be filed in the Supreme Court of British Columbia 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: February 19, 2019

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Residential Tenancy Branch