



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LAKES PROPERTY MANAGEMENT  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNDCT

### Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 5, 2019 ("10 Day Notice"), pursuant to section 46; and
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67.

The landlord's agent ("landlord"), the tenant, the tenant's advocate, and the tenant's support worker attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the owner of the landlord company named in this application and that he had permission to speak on its behalf at this hearing. The tenant confirmed that his advocate and support worker both had permission to speak on his behalf at this hearing. This hearing lasted approximately 53 minutes.

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's advocate stated that the tenant sent a copy of the tenant's amendment to his application to the landlord by registered mail on March 22, 2019. The amendment added the tenant's monetary claim of \$1,800.00 from a rent increase, to his application to cancel the 10 Day Notice. The landlord said that he did not receive it but stated that the tenant sent it to the correct landlord caretaker address that was confirmed during the hearing. The tenant provided a Canada Post receipt and tracking number with this

application. The tenant's advocate confirmed the tracking number during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's amendment on March 27, 2019, five days after the registered mailing. The landlord agreed to deal with the tenant's monetary application during this hearing. Both parties agreed to settle the matter regarding the monetary application, as noted below.

### Settlement Terms

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. The landlord agreed that his 10 Day Notice, dated March 5, 2019, was cancelled and of no force or effect;
2. Both parties agreed that this tenancy continues until it is ended in accordance with the *Act*;
3. Both parties agreed that the tenant's monthly rent of \$1,100.00 will remain the same for the remainder of the tenancy until it is legally changed in accordance with the *Act*;
4. The tenant agreed that he will not pursue his monetary claim of \$1,800.00 for an illegal rent increase and he will not initiate any future claims or applications against the landlord with respect to this claim at the Residential Tenancy Branch;
5. Both parties agreed to communicate better for the remainder of this tenancy and the tenant agreed to advise the landlord if the rent will be late during this tenancy;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application 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.

Throughout the hearing, the tenant talked to his support worker privately, as well as his advocate, in order to determine whether he wanted to settle this matter. The tenant had frequent advice and input from his advocate and support worker throughout the hearing. The tenant affirmed that he was settling this application of his own free will, without any pressure or coercion, and that he had the support and advice of his advocate and support worker.

### Conclusion

I order that that the tenant's monthly rent of \$1,100.00 will remain the same for the remainder of the tenancy until it is legally changed in accordance with the *Act*.

The landlord's 10 Day Notice, dated March 5, 2019, is cancelled and of no force or effect.

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 11, 2019

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Residential Tenancy Branch