



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR, DRI, FFT, OP

### Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent, to dispute a rent increase, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Tenant stated that on, or about, September 14, 2019 she personally served the Landlord with the Tenant's Dispute Resolution Package. The Agent for the Landlord stated that the Landlord did not advise her that she had been served with a Dispute Resolution Package.

On the basis of the testimony of the Agent for the Tenant and in the absence of evidence to the contrary, I find that the Tenant's Dispute Resolution Package was personally served to the Landlord or about, September 14, 2019. Although the Agent for the Landlord was not informed of service of these documents, I have no reason to discount the testimony of the Agent for the Tenant.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession.

The Agent for the Landlord stated that on October 28, 2019 the Landlord's Dispute Resolution Package and a copy of the mutual agreement to end the tenancy was sent to the Tenant, via registered mail. The Agent for the Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be set aside?

Has there been an unlawful rent increase?

Is the Landlord entitled to an Order of Possession?

Background and Evidence

Prior to discussing the merits of either Application for Dispute Resolution, the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on November 30, 2019;
- The Landlord will receive an Order of Possession that is effective on November 30, 2019; and
- The Agent for the Landlord is willing to enter into this settlement agreement even though she has not seen the Tenant's Application for Dispute Resolution.

This agreement was summarized for the parties on at least two occasions and both parties at the hearing indicated that they agreed to resolve this dispute under these terms.

The parties both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

I find that all issues in dispute at these proceedings have been settled in accordance with the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective on **November 30, 2019**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded 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 18, 2019

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Residential Tenancy Branch