



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNR, OLC, FFT

### 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 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 20, 2019 ("10 Day Notice"), pursuant to section 46; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for his application, pursuant to section 72.

The landlord, the landlord's English language interpreter, the landlord's agent, and the tenant 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 his interpreter and his agent had permission to speak on his behalf. This hearing lasted approximately 28 minutes.

The hearing began at 11:00 a.m. with me, the landlord and the landlord's English language interpreter present. The landlord's agent called in at approximately 11:02 a.m. The tenant called in at approximately 11:05 a.m. I informed the landlord's agent and the tenant about what occurred in their absence. The hearing ended at approximately 11:28 a.m.

The landlord's agent 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.

### 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. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 10 Day Notice, dated December 20, 2019, was cancelled and of no force or effect;
3. The landlord agreed that the tenant is not required to pay any rent to the landlord for the months of December 2019, January 2020 and February 2020;
4. The landlord agreed that the tenant is only required to pay \$825.00 for March 2020 rent by March 15, 2020;
5. Both parties agreed that the tenant is required to pay \$1,650.00 per month in rent to the landlord by the first day of each month from April 2020 to December 2020;
6. Both parties agreed that the tenant is entitled to pay rent to the landlord by way of e-transfer and the landlord provided his email address for the e-transfer to the tenant during this hearing;
7. Both parties agreed that the tenant is entitled to have up to three roommates and one dog at one time at the rental unit for the remainder of this tenancy;
8. The tenant agreed to provide the names of any roommates to the landlord by March 15, 2020 and to provide the names of any future roommates to the landlord on an ongoing basis;
9. Both parties agreed that the tenant is required to continue paying all utilities for the rental unit directly to the utility companies, in addition to the monthly rent, for the remainder of this tenancy;
10. Both parties agreed that the tenant's security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
11. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
12. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's 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.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m, on December 31, 2020, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. 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.

The landlord's 10 Day Notice, dated December 20, 2019, is cancelled and of no force or effect.

I order both parties to comply with all of the above settlement terms.

The tenant must bear his own cost for the \$100.00 filing fee paid for his application.

The tenant's security deposit is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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 28, 2020

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Residential Tenancy Branch