



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sutton Advantage Property  
Management and [tenant name suppressed to protect  
privacy]

## **DECISION**

Dispute Codes CNL, DRI, FFT

### Introduction

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

- cancel a Two month Notice to End Tenancy for Landlord's use (the Notice), issued pursuant to section 49;
- dispute a rent increase, pursuant to section 43; and
- recover the filing fee for this application from the landlord, pursuant to section 72.

Tenant EL attended, as well as Landlord CP and her advocate JO. Landlord Sutton Advantage Property Management was represented by property manager RA.

As both parties were present service was confirmed. The landlords confirmed receipt of the tenant's notice of hearing and evidence in person on February 25, 2020. In accordance with sections 88 and 89 of the Act, I find the respondents were duly served with the application and evidence.

### Exclusion of corporate landlord respondent

The tenant affirmed her tenancy agreement is with CP.

Landlord CP affirmed she understands she has a sub-tenancy with tenant EL.

RA affirmed CP does not have an authorization to sublet the rental suite to EL.

As this dispute is regarding a tenancy agreement between EL and CP, I exercise my authority under Section 62(2) of the Act to amend the application to exclude the corporate landlord as a respondent to this application.

### Settlement

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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute regarding this application only.

Both parties agreed to the following final and binding settlement of all issues listed in this application for dispute resolution:

- The tenant agrees to provide the landlord with vacant possession of the subject rental property by 1:00 P.M. on June 30, 2020;
- The tenant will pay the landlord \$1,950.00 by 7:00 P.M. on March 13, 2020 for March's rent. April, May and June's rent (\$1,950.00 per month) will be paid on March 31, April 30 and May 31 respectively;
- Utilities will continue to be divided as 50% between the tenant and the landlord.

### Conclusion

As parties EL and CP have reached a settlement, I make no findings about the merits of this application regarding EL and CP.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. June 30, 2020. If the tenant fails to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: March 13, 2020

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Residential Tenancy Branch