



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR (Tenant)
 MNRL-S, OPR, FFL (Landlord)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenant filed the application January 14, 2020 (the “Tenant’s Application”). The Tenant applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 07, 2020 (the “Notice”).

The Tenant filed an amendment providing further information for the Tenant’s Application and removing a request for reimbursement for the filing fee.

The Landlord filed the application January 21, 2020 (the “Landlord’s Application”). The Landlord applied for an Order of Possession based on the Notice, to recover unpaid rent, to keep the security deposit and for reimbursement for the filing fee.

The Advocates appeared at the hearing for the Tenant. The Tenant did not appear. The Agent for the Landlord appeared at the hearing.

The parties advised at the outset that they had come to a settlement agreement in this matter. I told the parties they could withdraw their applications or I could write the settlement agreement out in my written decision if that is how they wanted to deal with these matters. The parties agreed that I would write the settlement agreement out in my written decision.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence. The Agent for the Landlord said he believes the Landlord received the hearing package and evidence for the Tenant's Application. Advocate E.R. confirmed the Tenant received the hearing package and evidence for the Landlord's Application.

The parties agreed there is a tenancy agreement between the Landlord and Tenant in relation to the rental unit.

Pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act"), I heard from the parties on the settlement reached which is recorded below.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. Rent has been \$451.00 per month since January 01, 2020.
2. The Tenant will provide the Landlord a cheque in the amount of \$95.40 by April 01, 2020. This payment is to cover the rent increase of \$7.95 per month for the period from January of 2020 to December of 2020.
3. The Tenant will continue to pay the Landlord \$443.05 in rent each month by the first day of each month.
4. The Landlord rescinds the Notice.
5. The Tenant will pay the Landlord \$100.00 to cover the filing fee for the Landlord's Application.
6. The tenancy will continue unless ended in accordance with the *Act*.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The parties confirmed that the above settlement agreement was sufficient and that they were not seeking any orders in relation to the settlement agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 12, 2020

Residential Tenancy Branch