



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, MNDCT, RR, RP, LRE, LAT, OLC, FFT, OPR, MNRL, FFL

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on March 3, 2020 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order in relation to a disputed rent increase - Section 43;
3. A Monetary Order for compensation - Section 67;
4. An Order for a rent reduction - Section 65;
5. An Order for repairs - Section 32;
6. An Order allowing a lock change - Section 70;
7. An Order for the Landlord’s compliance - Section 62; and
8. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on March 12, 2020 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. It was agreed that the primary matters to be resolved at this hearing was:

- whether the tenancy would end;
- whether the Landlord was entitled to rent; and
- whether the Tenant was entitled to the compensation sought.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. During the hearing the Parties reached a settlement agreement in relation to the Landlord's claim for rent and the Tenant's claims for compensation. Noting the particulars in the Tenant's application I also find that this settlement includes a resolution of the Tenant's claim disputing a rent increase. As the remaining claims are not related to the settlement agreement, they are dismissed with leave to reapply. As the Parties settled the dispute as set out below, I dismiss each of their claims for recovery of the filing fee.

The Parties confirmed at the end of the hearing that the mutual agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

Agreed Facts

The tenancy started on February 26, 2020 with rent of \$3,000.00 payable on the 26th day of each month. No security deposit was collected.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end at 1:00 p.m. on June 30, 2020 and the Tenant will move out of the unit on or before that date and time;**

2. The Tenant owes the Landlord \$12,500.00 for all rents to and including June 30, 2020;
3. The Landlord owes the Tenant \$5,000.00 for work done on the unit;
4. Setting the two amounts off against each other leaves \$7,500.00 owed from the Tenant to the Landlord and of this amount the Tenant will pay the Landlord by e-transfer as follows:
 1. \$500.00 on or before May 25, 2020;
 2. \$500.00 on or before June 25, 2020.
5. The remaining amount of \$6,500.00 will be due and payable by the Tenant on June 30, 2020; and
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. In order to give effect to this agreement I grant the Landlord an order of possession and a monetary order for \$7,500.00. If the Tenant pays the \$1,000.00 as agreed above only \$6,500.00 out of the monetary order will be enforceable. Should the Tenant be unable to pay the full remaining amount of \$6,500.00 on or before June 30, 2020 I encourage the Parties to enter into an agreed payment schedule and to set this agreement out in writing.

Conclusion

The Parties have settled the dispute.

I grant the Landlord an order of possession effective 1:00 p.m. on June 30, 2020.

I grant the Landlord a monetary order for \$7,500.00. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: May 08, 2020

Residential Tenancy Branch