



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Interstellar Commerce Ltd and  
[tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenant Application 1: OLC, DRI  
Landlord Application: OPR, MNR, FF  
Tenant Application 2: CNR, OLC, MNDC, DRI

### **Introduction**

This hearing was convened as the result of the tenant's two applications for dispute resolution under the Residential Tenancy Act (Act) regarding the same tenancy and some of the same issues and the landlord's one cross application.

In application 1, the tenant applied for:

- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement; and
- to dispute a rent increase that is above the amount allowed by law.

The landlord cross applied for:

- an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) served to the tenant;
- a monetary order for unpaid monthly rent; and
- to recover the cost of the filing fee.

In application 2, the tenant applied for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued by the landlord;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement;

- compensation for a monetary loss or other money owed; and
- to dispute a rent increase that is above the amount allowed by law.

The tenant, his witness and the landlord's representatives attended the hearing, the hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process.

No issues were raised by the parties with respect to the other's evidence or application.

Thereafter the participants were provided the opportunity to present their evidence orally, refer to relevant evidence submitted prior to the hearing, question the other party, and make submissions to me.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

After a full hearing on the merits of both applications, a mediated discussion ensued, during which the parties agreed to resolve their differences as to vacant possession of the rental unit and that I would record their settlement.

The parties were encouraged to resolve the issues pertaining to the monetary claims without the necessity for further dispute resolution.

The parties understand that their respective monetary claims are dismissed, **with leave to reapply**, should a mutual settlement not be reached prior to the end of the tenancy.

### **Settled Agreement**

The tenant and the landlord's representatives, agreed to a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. Pacific Time on March 1, 2021;
2. The tenant understands the landlord will be issued an order of possession of the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m. Pacific Time, March 1, 2021, the landlord may serve the order of possession on the tenant for enforcement purposes;

3. The tenant understands that he may vacate the rental unit prior to March 1, 2021; and
4. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the parties' respective applications regarding possession of the rental unit and that no findings are made on the merits of the landlord's Notice.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis.

### Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by 1:00 p.m. Pacific Time, March 1, 2021.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

The parties' respective monetary claims are dismissed, with leave to reapply.

The portion of the tenant's applications dealing with a request for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement is dismissed, without leave to reapply, as the tenancy is ending.

The portion of the tenant's application to dispute a rent increase that is above the amount allowed by law is dismissed, with leave to reapply, as this portion may pertain to the tenant's monetary claim.

As this matter was primarily settled, I have not granted the landlord recovery of their filing fee.

This decision containing the recorded settlement of the parties 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: January 19, 2021

---

Residential Tenancy Branch