



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNR, OLC, RP, RR, FFT

### Introduction

This hearing dealt with the tenants' 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 Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 4, 2020, pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33;
- an order allowing the tenants to reduce rent of \$19,827.60 for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "male tenant" did not attend this hearing, which lasted approximately 78 minutes. The landlord, the landlord's agent, the landlord's advocate, and the female tenant ("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 agent and advocate had permission to speak on his behalf at this hearing. The landlord's agent did not testify at this hearing. The tenant confirmed that she had permission to represent the male tenant at this hearing (collectively "tenants").

The landlord's advocate confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly

served with the tenants' application and the tenants were duly served with the landlord's evidence.

### 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 March 1, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed to pay the landlord \$6,102.30, which the landlord agreed to accept towards all outstanding rent owed for this tenancy from October 1, 2019 to March 1, 2021;
3. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing, including for their monetary claim of \$19,827.60.

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, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 1, 2021. The tenant(s) must be served with this Order. Should the tenant(s) 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 November 4, 2020, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$6,102.30. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant(s) do not abide by condition #2 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

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 01, 2021

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Residential Tenancy Branch