



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAPLE LEAF PROPERTY MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, OLC, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on October 13, 2020, wherein the Tenant sought monetary compensation from the Landlord in the amount of \$7,390.00, an Order that the Landlord comply with the *Residential Tenancy Act* (the "*Act*"), the *Residential Tenancy Regulations*, and/or the residential tenancy agreement, and to recover the filing fee.

The hearing of the Tenant's Application was originally scheduled for November 23, 2020 and was adjourned to February 11, 2021 by Interim Decision dated November 24, 2020. This Decision must be read in conjunction with that Interim Decision. Both parties called into the hearings and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me. The Tenant appeared on her own behalf. The Office Manager, S.S., the Weekend Caretaker, T.D. and the Weekend Concierge, R.S., called in on behalf of the Landlord.

Settlement

During the original hearing the parties resolved the Tenant's request for an Order that the Landlord comply with the *Act*, the *Regulations* and/or the residential tenancy agreement by mutual agreement. In this respect, the parties agreed the Tenant would be permitted to move from the rental unit to another unit (2206) within the rental building.

When the hearing reconvened on February 11, 2021, the parties confirmed the Tenant had moved into the new rental unit.

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution.

As this Decision deals with matter arising out of two separate tenancies, I amend the Tenant's Application to include the address for the rental unit in which she now resides as well as the address of the rental unit for her original tenancy.

As a term of my Interim Decision, the parties were to enter into a new tenancy agreement. At the hearing on February 11, 2021, the parties reached an agreement as to those terms. The terms of their agreement are recorded in this my Decision pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved this matter by agreement, I make no findings of fact or law with respect to this claim. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of their settlement are as follows:

1. The parties agree the Tenant has moved into unit 2206. The terms of the residential tenancy agreement dated December 22, 2019 apply to this new tenancy, save and except for the following amendments:
 - a. Paragraph 3 is amended to provide that the suite unit is 2206.
 - b. Paragraph 4 is amended to provide that the tenancy began February 1, 2021.
 - c. Paragraph 6 is amended to provide that rent is \$2,050.00 per month. The box marked "other" shall be checked and shall refer the parties to paragraph 45 of the agreement.
 - d. Paragraph 45 is amended to include the following: "Rent of \$2,050.00 per month is payable from February 1, 2021 to July 31, 2021. Effective August 1, 2021, the Tenant's rent shall increase to \$2,150.00. No further increases shall occur, unless done in accordance with the *Residential*

Tenancy Act and the *Residential Tenancy Regulations*. The parties agree that rent shall not be increased prior to August 1, 2022.

2. The parties shall initial the above amendments to the residential tenancy agreement as and where applicable and shall sign and date the agreement. In the event the parties fail to make the above changes, or sign and date the agreement, the above terms form part of this tenancy agreement.
3. The parties agree that the above is a full and final settlement of all claims arising out of the original tenancy, including, but not limited to the Tenant's Application filed October 13, 2020.
4. The parties agree the Landlord continues to hold the Tenant's security deposit of \$1,000.00. This sum shall be held as a security deposit for the current tenancy.

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 11, 2021

Residential Tenancy Branch