



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, CNR, MNDCT, RP, RR;   DRI, RR, RP, FFT

### Introduction

This hearing dealt with the tenant's first 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 December 8, 2020 ("10 Day Notice"), pursuant to section 46;
- a monetary order for compensation of \$2,231.00 under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33; and
- an order allowing the tenant to reduce rent of \$1,170.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

This hearing also dealt with the tenant's second application pursuant to the *Act* for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- an order allowing the tenant to reduce rent of \$3,400.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord, the landlord's agent, and the 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. This hearing lasted approximately 63 minutes.

The tenant's witness was excluded from the outset of the hearing and did not return to testify. The landlord confirmed that her agent had permission to speak on her behalf at this hearing.

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

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the tenant's second application on April 9, 2021 at 11:00 a.m. The landlord's agent confirmed that the landlord received the tenant's second application. Both parties agreed to settle the tenant's second application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

Both parties confirmed that they wanted to proceed with the hearing and settle both applications. Based on the consent of both parties, I proceeded with the hearing and recorded the settlement between both parties.

At the outset of the hearing, the tenant confirmed that she vacated the rental unit on March 6, 2021 and left the keys for the landlord at the rental unit. The landlord confirmed that she had not yet checked the rental unit and was not aware that the tenant had vacated.

### 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. The tenant agreed to pay the landlord \$4,000.00, which the landlord agreed to accept towards all outstanding rent owed for this tenancy until March 9, 2021, according to the following payment plan;
  - a. 5 payments of \$750.00 each will be made on the 25<sup>th</sup> day of each month beginning on March 25, 2021 and ending on July 25, 2021;
  - b. 1 payment of \$250.00 will be made on August 25, 2021;
  - c. All payments will be made by e-transfer to the landlord's email address confirmed by both parties during the hearing;

2. The landlord agreed that all of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. Both parties agreed to meet at the rental unit in order to complete a move-out condition inspection and report and for the tenant to provide the landlord with her written forwarding address, at 1:00 p.m. on March 13, 2021;
4. Both parties agreed that the tenant's security deposit of \$550.00 will be dealt with as per section 38 of the *Act*;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her first application at this hearing;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her second application scheduled for a future hearing at 11:00 a.m. on April 9, 2021, arising out of this tenancy, the file number of which appears on the front page of this decision;
  - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
  - b. The tenant agreed to bear the cost of the \$100.00 filing fee paid for that application.

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 at the hearing that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

During the hearing, I repeatedly confirmed the above settlement terms with the tenant. The tenant repeatedly affirmed, under oath, that she was agreeable to the above settlement terms and that she understood they were legal, final, binding and enforceable. The tenant repeatedly affirmed, under oath, that she agreed and understood that she could not change the settlement terms after the hearing was over and that she knew it was a full and final settlement of both applications, as noted above.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the lengthy 63-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

Conclusion

I order both parties to comply with all of the above settlement terms.

All of the landlord's notices to end tenancy, issued to the tenant to date, are cancelled and of no force or effect.

The tenant's second application, scheduled for a future hearing on April 9, 2021 at 11:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing.

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 \$4,000.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant does not abide by condition #1 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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 tenant must bear the cost of the \$100.00 filing fee paid for her second 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: March 09, 2021

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Residential Tenancy Branch