



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, OPRM-DR / CNR, MNDCT, RP, RR, LRE, PSF, MNRT, DRI, ERP, OPT, AAT, LAT, AS, OLC / CNR, OLC, RP, LRE, PSF

Introduction

This hearing dealt with three applications pursuant to the *Residential Tenancy Act* (the “Act”). The landlord’s for:

- an order of possession for non-payment of rent pursuant to section 55; and
- a monetary order for unpaid rent in the amount of \$3,650 pursuant to section 67.

And two applications of the tenants’ for:

- an order to allow access to or from the rental unit or site for the tenant or the tenant’s guests pursuant to section 30;
- an order that the landlord make repairs to the rental unit pursuant to section 32;
- an order that the landlord to make repairs to the rental unit pursuant to section 33;
- a monetary order for the cost of emergency repairs to the rental unit in the amount of \$200 pursuant to section 33;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43;
- cancellation of two 10 Day Notice to End Tenancy for Unpaid Rent (the “Notices”) pursuant to section 46;
- an order of possession of the rental unit pursuant to section 54;
- an order that the landlord comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order that the landlord provide services or facilities required by law pursuant to section 65;
- an order allowing the tenants to assign or sublet because the landlord’s permission has been unreasonably withheld pursuant to section 65;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$2,800 pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70;

All parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, and to make submissions. The landlord was assisted by his property manager (“CC”).

Preliminary Issue – Amendment to Increase Amount Claimed

At the hearing the landlord sought to further amend the application to adjust amount of his monetary claim. After filing this application, but before it came to a hearing, the parties appeared before me pursuant to another application. At that hearing, I determined that the amount of arrears as of January 1, 2021 was \$2,950. Additionally, subsequent to that hearing and his making this application, the landlord testified (and the tenants agreed) that the tenants failed to pay February or March 2021 rent (\$1,700 total). The landlord seeks to adjust the amount of the monetary order sought from \$3,650 to \$4,650 to reflect these non-payments.

Rule of Procedure 4.2 states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

In this case, the increase in the landlord’s monetary claim should have been reasonably anticipated by the tenants. The determination of arrears as of January 1, 2020 was known to them. Additionally, they were aware of the non-payment of February and March 2021 rent. Therefore, pursuant to Rule 4.2, I order that the landlord’s application for a monetary order be changed from \$3,650 to \$4,650.

Settlement

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Whereas the landlord has recently hired CC as property manager and whereas the parties expressed a desire to “start fresh” with the tenancy, both parties agreed to the following final and binding settlement of all issues currently under dispute, and all issues arising from tenancy up until this date:

1. The landlord agrees to cancel all notices to end tenancy he has issued to date.
2. The tenants will pay the landlord \$1,500 on or before March 24, 2021 in satisfaction of all rental arrears accrued to this point.
3. If the tenants fail to make this payment, the landlord may issue the tenant a notice to end tenancy for non-payment of rent for this amount and may apply, by direct request, for an order of possession.
4. The tenants will pay April 2021 rent (\$850) as follows:
 - a. \$425 on or before April 15, 2021; and
 - b. \$425 on or before April 30, 2021.
5. The tenants will pay May 2021 rent (\$850) on May 1, 2021.
6. The tenants may apply for dispute resolution to the Residential Tenancy Branch for any issues that arise relating to the tenancy following the making of this settlement agreement.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute and any dispute that may arise from events that occurred prior to this date.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenants to pay the landlord \$1,500 by March 24, 2021.

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 11, 2021

Residential Tenancy Branch