



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDCT, OLC, DRI, CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43.

Both parties attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenant served the landlord with the notice of hearing package via email on March 25, 2021. Both parties confirmed the tenant served the landlord with the submitted documentary evidence by placing it in front of the landlord's front door on June 12, 2021. Both parties confirmed the landlord served the tenant with the submitted documentary evidence via the rental building concierge on June 9, 2021. Neither party raised any other service issues. I accept the undisputed affirmed

evidence of both parties and find that both parties have sufficiently served the other party as per section 90 of the Act.

Preliminary Issue(s)

At the outset the tenant's application was clarified. The tenant has filed an application seeking to:

- Cancel a 10 Day Notice
- Monetary Order for \$2,140.00
- An Order for the Landlord to Comply

The tenant has subsequently filed an amendment seeking to:

- Cancel a 1 Month Notice
- Monetary Order increased to \$10,000.00
- Dispute an additional Rent Increase, \$1,700.00

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The tenant agrees to cancel the application for dispute.

The landlord agrees to cancel the notice to end tenancy for unpaid rent and the notice to end tenancy for cause.

Both parties agreed to mutually end the tenancy on June 30, 2021 at 1:00pm, by which time the tenant will have vacated the rental unit.

Both parties agreed the landlord shall pay to the tenant \$850.00 (equal to 1/2 months of rent, June 2021) which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in this application for dispute resolution.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

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.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenant fail to vacate the rental premises in accordance with their agreement by 1:00 pm on June 30, 2021. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenant's favour in the amount of \$850.00 for return of the remaining ½ months rent for June 2021. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: June 30, 2021

Residential Tenancy Branch