



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4MN, FFT

Introduction

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

- cancellation of the landlord's Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated May 31, 2021 ("4 Month Notice"), pursuant to section 49; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord 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 33 minutes.

The landlord confirmed that he owns the rental unit. He confirmed the address of the rental unit during this hearing.

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone. The landlord and tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with the hearing, they did not want me to make decision, and they wanted to settle this application.

The landlord confirmed receipt of the tenant's 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 application.

The landlord confirmed that he did not submit any documentary evidence for this hearing.

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 the current rent that the tenant is paying for this rental unit and tenancy is \$600.00 total per month;
2. The tenant agreed to pay the landlord a higher rent of \$850.00 total per month for this rental unit and tenancy, effective on November 1, 2021, until it is legally changed in accordance with the *Act*;
3. The landlord agreed that future rent for this rental unit and tenancy can only be increased in accordance with the *Act*, effective at the earliest on November 1, 2022;
4. The tenant agreed to pay the landlord 40% of total hydro and gas utilities for this rental unit and tenancy, effective on November 1, 2021, once the landlord provides the tenant with copies of the hydro and gas invoices first;
5. The landlord agreed that his 4 Month Notice, dated May 31, 2021, is cancelled and of no force or effect;
6. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 33-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.

I order that rent is \$850.00 total per month for this rental unit and tenancy, effective on November 1, 2021, until it is legally changed in accordance with the *Act*.

I order the tenant to pay the landlord 40% of total hydro and gas utilities for this rental unit and tenancy, effective on November 1, 2021, once the landlord provides the tenant with copies of the hydro and gas invoices first.

The landlord's 4 Month Notice, dated May 31, 2021, is cancelled and of no force or effect.

The tenant 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: October 05, 2021

Residential Tenancy Branch