



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMERICA ASIA TRAVEL AGENCY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, CNR, OLC

Introduction

This hearing dealt with the tenant's 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 January 4, 2022 ("10 Day Notice"), pursuant to section 46; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The landlord's two agents, "landlord TC" and "landlord PW," 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 26 minutes.

All hearing participants provided their names and spelling. Landlord PW and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

Landlord TC confirmed that she was the assistant to the manager for the landlord company ("landlord") named in this application. She said that the landlord owns the rental unit. She confirmed that she had permission to represent the landlord at this hearing. She provided the rental unit address.

Landlord PW confirmed that she was the property manager for a property management company that represents the landlord. She stated that she had permission to represent the landlord at this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure*. Landlord PW affirmed, under oath, that neither she, nor landlord TC, would record this hearing. The tenant affirmed, under oath, that she would not record this hearing.

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

Landlord PW confirmed receipt of the tenant’s application for dispute resolution hearing package and the tenant confirmed receipt of the landlord’s evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant’s application and the tenant was duly served with the landlord’s evidence.

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 landlord agreed that the landlord’s 10 Day Notice, dated January 4, 2022, is cancelled and of no force or effect.
2. Both parties agreed that this tenancy continues until it is ended in accordance with the *Act*;
3. Both parties agreed that rent of \$1,360.81 total is payable by the tenant to the landlord, by the first day of each month, beginning on May 1, 2022, and for the remainder of this tenancy until the rent is legally changed in accordance with the *Act*;

- a. Both parties agreed that the tenant is required to pay the landlord for a 1.5% rent increase of \$20.11, from the previous rent of \$1,340.70, for a total rent of \$1,360.81, effective May 1, 2022;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her 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 26-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed that they fully understood the above settlement terms and were agreeable to them.

Landlord PW affirmed that she had permission to make this agreement on behalf of the landlord.

Conclusion

I order both parties to comply with all of the above settlement terms. The landlord's 10 Day Notice, dated January 4, 2022, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

I order that rent of \$1,360.81 total is payable by the tenant to the landlord, by the first day of each month, beginning on May 1, 2022, and for the remainder of this tenancy until the rent is legally changed in accordance with the *Act*.

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: April 19, 2022

Residential Tenancy Branch