



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nu Stream Realty Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, RR, RP, MNDC, FF

Introduction

This hearing convened to deal with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement;
- a reduction in monthly rent;
- an order requiring the landlord to make repairs to the rental unit;
- compensation for a monetary loss or other money owed; and
- recovery of the cost of the filing fee.

The tenant, her advocate, and the landlord's agent (agent) attended and confirmed in the documentary evidence submitted prior to the hearing that the parties had reached a mutual resolution to the tenant's application, as shown by the signed "Mutual Agreement Resolution".

The parties requested that their Mutual Agreement be recorded by the arbitrator.

At the hearing, the parties agreed to change the start and end date of the fixed-term listed in their Mutual Agreement, (July 16, 2022 to July 15, 2023) as they now wanted the new, one- year, fixed-term date to begin on August 1, 2022, and to end on July 31, 2023.

Settlement

Prior to the hearing the parties reached a settlement of the issues in the tenant's application. Pursuant to section 63 of the Act, I record their agreement in this my Decision. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's Notice or any other claims in the tenant's application.

The parties confirmed that this agreement was made on a voluntary basis. The terms of the settlement are as follows.

1. The existing tenancy agreement between the parties will be extended for another year, beginning on August 1, 2022, for a fixed-term ending on July 31, 2023.
2. The monthly rent will increase from \$5,300 to \$5,400, beginning on August 1, 2022.
3. The landlord's Notice is mutually withdrawn.
4. The tenant agrees that the Mutual Agreement resolves all the matters claimed for in the tenant's application for dispute resolution.

Conclusion

I order the parties to comply with the terms of their settled agreement.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As I have not considered the merits of the application, I do not award the tenant recovery of the filing fee.

This decision containing the parties mutual agreement 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: May 04, 2022

Residential Tenancy Branch