



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNC, LAT, OLC, FFT

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- an order to dispute a rental increase, pursuant to section 43;
- cancellation of the One Month Notice to End Tenancy for Cause (the Notice), pursuant to section 47;
- an order of authorization to change the lock, pursuant to sections 31 and 70;
- an order requiring the landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62; and
- an authorization to recover the filing fee for this application, under section 72.

Both parties attended the hearing. Applicant KN (the tenant) was assisted by agent JS. The respondent was represented by manager WK. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing all the parties were clearly informed of the Rules of Procedure, including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11, which prohibits the recording of a dispute resolution hearing. All the parties confirmed they understood the Rules of Procedure.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5,000.00."

### 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.

Both parties agreed to the following final and binding settlement of all issues listed in this application for dispute resolution:

1. The Notice is cancelled. The tenancy will continue until ended in accordance with the Act.
2. The only tenant is KN. KN's son is an authorized occupant of the rental unit.
3. The tenant will be respectful of the landlord and other tenants.
4. The tenant will not make excessive noise.
5. The tenant will observe quiet hours from 10:00 PM to 7:00 AM daily.
6. Only the tenant can use the shared laundry.
7. The laundry can only be used from 7:00 AM to 10:00 PM.
8. The tenant will not put an excessive amount of metal pieces in the dryer.
9. Effective on November 01, 2022, monthly rent in the amount of \$1,770.00 is due on the first day of the month and it includes water, electricity and gas.
10. The landlord may serve a notice of rent increase effective on November 01, 2023.

### Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of 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 21, 2022

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Residential Tenancy Branch