



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **SETTLEMENT DECISION**

Dispute Codes      CNR, MNRT, DRI-ARI-C, OLC, FFT

### Introduction

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

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46;
- a Monetary Order for the cost of emergency repairs, pursuant to section 33;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62;
- disputation of a rent increase from the landlord, pursuant to section 42; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant and the landlord's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

### Settlement

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 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 currently under dispute:

1. Both parties agree that rent in the amount of \$1,990.00 is due on the first day of each month.

2. The landlord agrees that the tenant is entitled to withhold December 2022's rent. The tenant does not owe any rent for December 2022.
3. The landlord agrees that the tenant is entitled to withhold \$1,188.00 from January 2023's rent. The tenant only owes \$802.00 in rent for January 2023.
4. The landlord agrees to add parking lot #142 to the tenancy agreement.
5. The landlord agrees to remove the landlord's glass table and sofa from the tenant's storage locker by March 31, 2023.
6. Both parties agree that effective April 1, 2023, rent will increase by 1.5% to \$2,019.85 per month.
7. The landlord agrees to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated July 3, 2022.
8. The landlord agrees not to serve the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property (a "Notice") in the next 12 months unless a purchaser of the subject rental property requests the landlord to serve a Notice in accordance with section 49(5) of the *Act*.
9. The tenant agrees to cooperate with the sales agent and agrees to allow up to six showings per month.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

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: November 29, 2022

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Residential Tenancy Branch