



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINE RIVER CATTLE INC. GAY SE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNR, DRI, MNDCT, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, to dispute a rent increase, to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on July 20, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on July 20, 2022 was posted on the Landlord's door. The Agent for the Landlord acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

On September 01, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was not served to the Tenant. As the evidence was not served to the Tenant, it was not accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Has there been an unlawful rent increase?
Should a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities be set aside?
Is the Tenant entitled to monetary compensation?

Background and Evidence:

Some details about the sale of this property, the agreement to pay rent and the need for an adjournment were discussed during the hearing. As the parties subsequently reached a settlement agreement, the aforementioned details are not being recorded here.

The Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings and all issues currently in dispute regarding this tenancy, under the following terms:

- The Tenant will vacate the rental unit by April 01, 2023;
- The Tenant will remove all of her personal items from the exterior of the rental unit by June 01, 2023; and
- Neither party will be required to pay money to the other party.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant clearly indicated their intent to resolve this dispute under these terms.

The Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

Analysis:

All issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion:

On the basis of the terms of the settlement agreement, I grant the Landlord an Order of Possession that requires the Tenant to move out of the rental unit by April 01, 2023.

This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 15, 2022

Residential Tenancy Branch