



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 ENERGY REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *DRI, CNR, MNDC, OLC*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order to cancel a notice to end tenancy for non-payment of rent, to dispute a rent increase and for a monetary order for compensation and overpaid rent in the amount of \$10,750.00.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Does the landlord have grounds to end the tenancy?

Is the tenant entitled to a monetary order for compensation and overpaid rent?

Background and Evidence

The tenancy started on December 31, 2015. At the start of tenancy, the monthly rent was \$950.00. Shortly after the tenancy started, the tenant's girlfriend moved into the rental unit. The tenant volunteered to pay rent in the amount of \$1,100.00 for the extra occupant. Rent is due on the 1st of each month.

During the hearing the tenant withdrew his monetary claim and his application to dispute a rent increase. The rental amounts paid by the tenant since August 2022 were discussed and the tenant agreed that as of January 31, 2023, he owed \$3,152.56 in unpaid rent.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would allow the tenancy to continue to April 30, 2023, on the following terms:

1. The tenant agreed to move out April 30, 2023. An order of possession will be granted to the landlord effective this date.
2. The landlord agreed to accept the outstanding rent in installments every month.
3. The tenant agreed to pay an additional \$1,050.00 monthly, towards outstanding rent, making his monthly payment \$2,150.00 due on the 1st of the month.
4. The tenant agreed to withdraw all other claims in this application.
5. Both parties confirmed that they understood and agreed to the above terms

The tenant would be wise to abide with the terms of this agreement. I find it timely to put the tenant on notice that, if the tenant defaults with monthly payments, the record of this agreement would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Pursuant to section 55(2) I am issuing a formal order of possession effective April 30, 2023. The Order may be filed in the Supreme Court for enforcement.

Conclusion

I grant the landlord an order of possession effective April 30, 2023.

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: January 25, 2023

Residential Tenancy Branch