



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, DRI, FFT

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy signed on February 2, 2023 (the “10-Day Notice”);
- an order pursuant to s. 43 disputing a rent increase; and
- return of the filing fee pursuant to s. 72

R.W. appeared as the Tenant. D.V. appeared as the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Landlord agrees to withdraw the 10-Day Notice, which will be of no force or effect. The tenancy shall continue until ended in accordance with the *Act*.

2. The Landlord agrees to forego any claim he may have to unpaid rent against the Tenant in relation to the 10-Day Notice.
3. The parties agree that the rent reduction, as ordered in the file number noted on the cover page, is no longer applicable. Rent shall be payable in the amount of \$675.00 prospectively and may be subject to any rent increase imposed by the Landlord provided it this is done in compliance with the *Act*.
4. The Landlord agrees to pay \$50.00 toward the Tenant's filing fee. The Tenant shall pay rent of \$625.00 on May 1, 2023 in satisfaction of his filing fee.
5. On June 1, 2023 and continuing thereafter, the Tenant shall pay rent of \$675.00 to the Landlord.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: April 24, 2023

Residential Tenancy Branch