



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDCT, FFT

Introduction

This hearing dealt with an application by the tenant to dispute an amount of unpaid rent, that the landlord wishes to recover from the tenant. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

The landlord was represented by its agents. The parties acknowledged receipt of each other's evidence.

Issue to be Decided

Is the landlord entitled to the amount it is requesting for unpaid rent?

Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on March 01, 2020, According to the rental agreement, the monthly rent from the start of tenancy was \$2,225.00. However due to a clerical error, the landlord withdrew a rent of \$2,150.00, each month. This error went undetected for 26 months. Upon detection the landlord informed the tenant that he had underpaid rent in the amount of \$1,950.00. The tenant offered to pay half the amount and the landlord refused.

The sequence of events were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

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 dispute 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. Both parties agreed to the following terms:

1. The landlord agreed to accept of \$1,170.00 towards the total amount of unpaid rent (\$1,950.00), in full and final satisfaction of the tenant's debt. The landlord agreed to forgive the remainder of the unpaid rent (\$780.00)
2. The tenant agreed to pay the amount of \$1,170.00 towards the total of unpaid rent (\$1,950.00).
3. Both parties agreed to pay this amount in six installments of \$195.00 each.
4. The first installment will be paid effective July 01, 2023 and will continue up to December 01, 2023.
5. The tenant also agreed to pay the first installment of \$195.00 in person, at the rental office on June 30, 2023.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
7. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

Conclusion

Pursuant to the above agreement, the tenant will make 6 payments of \$195.00 starting July 01, 2023, and ending December 01, 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: June 29, 2023

Residential Tenancy Branch