



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **OPR, MNRL, FFL**

CNR, DRI, OLC

Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Residential Tenancy Act.

The landlord applied for:

- An order of possession for unpaid rent pursuant to sections 46 and 55;
- A monetary order for unpaid rent pursuant to sections 26 and 67; and
- Authorization to recover the filing fee from the other party pursuant to section 72

The tenant applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order to dispute a rent increase above the amount allowable under the Act pursuant to section 41; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

Both parties attended the hearing and acknowledged being served with one another's Notice of Dispute Resolution Proceedings packages. Based on the testimonies I find that each party was served with these materials as required under RTA sections 88 and 89.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an affirmation to tell the truth and they both confirmed that they were not recording the hearing.

Settlement Reached

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, turned their minds to compromise and achieved the following resolution of their dispute with the following terms:

1. The parties agree that the rent is set at \$867.00 per month as of March 1, 2023.
2. The tenant is to pay the outstanding rent to the landlord in the amount of \$163.00, plus half the filing fee of \$50.00 for a total of \$213.00.
3. The notice to end tenancy is cancelled and of no further force or effect.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me and I make no determinations on whether the notice to end tenancy was valid.

Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$213.00.

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 02, 2023

Residential Tenancy Branch