



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

MNDC, OLC, DRI, FF.

### Introduction

This matter dealt with an application by the tenant for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for an Order for the landlord to comply with the Act, regulations or tenancy agreement; to dispute an additional rent increase; and to recover the filing fee from the landlords for the cost of this application..

Through the course of the hearing the tenant and the landlords came to an agreement in settlement of the tenant's application.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agree the tenant's rent will be \$1,158.00 until January 01, 2017 when the tenant's rent will be increased to \$1,200.84 per month; The rent will continue from January 01, 2017 at \$1,200.84 for 12 months or until the tenancy is legally ended;

- The tenant agrees to pay 2/7th of each hydro and gas bill after copies of these bills have been provided to her with a written demand for payment within 30 days;
- The tenant agrees to pay the outstanding utilities upon receipt of copies of the bills from the landlord and a written demand for payment within 30 days;
- The parties agree that the landlord will draw up an amendment to the tenancy agreement to reflect the current rent of \$1,158.00, the rent increase in January, 2017 to \$1,200.84 and to document that hydro and gas will no longer be included in the rent but that the tenant will pay 2/7th of each hydro and gas bill.
- Both parties agree that this amendment will be signed and dated by each party and a copy will be provided to the tenant;
- Both parties agree that the tenant's daughter currently named on the tenancy agreement will be removed from the agreement when she vacates the rental unit and the tenancy will continue in the tenant's name;
- The landlords agree not to unlock the tenant's mailbox to deposit any notices or correspondence for the tenant;
- The landlords agree to notify all tenants currently residing in the building not to block other tenants' vehicles when they are parked and to ensure any guests that park do not block other tenants' vehicles;
- The landlords agree not to block this tenant's vehicle when they are present at the building.

### Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the tenant recovery of her filing fee.

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: November 16, 2016

---

Residential Tenancy Branch