



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, CNR, FF

### Introduction

This hearing convened as a result of an Application for Dispute Resolution filed by the Tenant on October 26, 2016 wherein the Tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 24, 2016, as well as an Order that the Landlord comply with the *Residential Tenancy Act*, the Regulation or the tenancy agreement, and to recover the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

### Settlement

The parties agreed as follows:

1. By no later than December 21, 2016, the parties will enter into a new Residential Tenancy Agreement, form #RTB –1 on the residential tenancy branch webpage:

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>

The agreement shall contain the same information as the Residential Tenancy Agreement entered into by the parties on October 25, 2014 (which was entered in evidence at the hearing on December 14, 2016) with the following changes:

- a. In Clause two (2),
    - i. The parties will circle “b” and will note that the tenancy start date is “November 15<sup>th</sup> 2016” and the length of time is “five months”, and the end date shall be noted as “April 15, 2017”.
    - ii. The parties shall check option 2(b)(i) and shall cross out the words “or another fixed length of time” thereby agreeing that following the fixed term, the tenancy shall continue on a month to month basis.
  - b. In clause three (3),
    - i. The monthly rent shall be noted as “\$1,860.00”.
    - ii. The parties shall write “wifi” in the additional information as an included service.
  - c. With respect to clause 8, “RENT INCREASE”, the parties agree as follows: The Landlord shall be entitled to serve a Notice of Rent Increase, to take effect no earlier than November 15, 2017 (in the event the tenancy continues past this date).
  - d. The Addendum to the Agreement, which is referenced in clause 17(c) shall indicate there are four additional terms in the Addendum and shall include clauses 3, 4, 5, 6 as written on the Addendum dated October 25, 2014.
  - e. The parties shall indicate the date of signing as the date they actually sign the agreement, but acknowledge that their rights and obligations pursuant to the agreement commence November 15, 2016.
2. The parties acknowledge there was a discrepancy with the July 2016 rent payment of \$1,800.00 such that although the Tenant paid this sum, the funds were not received by the Landlord. The parties agree that the Tenant shall pay to the Landlord the sum of \$900.00, by no later than February 15, 2017 as full

and final satisfaction of any amount owing for July 2016. Accordingly, the Notice dated November 24, 2016 is of no force and effect.

Conclusion

The parties resolved matters by agreement, the terms of which are set out in this my Decision.

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: December 14, 2016

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Residential Tenancy Branch