



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0752401 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR DRI

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* ("the Act"). The landlord applied for: an Order of Possession for Unpaid Rent pursuant to section 55 and a monetary order for unpaid rent pursuant to section 67. The tenant applied for an order regarding a disputed additional rent increase pursuant to section 43.

Both parties attended the hearing and were given an opportunity to be heard, to testify and to make submissions. The landlord's application was brought forward from a later hearing date with the agreement of all parties so that the issues regarding this tenancy could be addressed in their entirety on this hearing date.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in December 2014 with a series of fixed term tenancy agreements. The current rental amount of \$1350.00 was payable on the first of each month. The landlord testified that he continues to hold a \$675.00 security deposit paid by the tenant at the outset of this tenancy.

Both parties raised the most important issues in their minds. After a discussion of all of the circumstances of this tenancy, the tenant agreed to a payment arrangement where, if she is unable to meet the new monthly rental amount, she will vacate the rental unit.

Analysis

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to pay the landlord \$200.00 immediately in order to satisfy October 2017 monthly rent.
2. The tenant agreed to pay the landlord \$900.00 in November 2017 monthly rent by November 1, 2017.
3. The tenant agreed to pay the landlord \$1350.00 in December 2017 monthly rent on November 30, 2017.
4. The parties agree that, from November 30, 2017 and on an ongoing monthly basis, monthly rent for the tenant's rental unit is set at \$1350.00 per month.
5. If the tenant fails to pay \$1350.00 by November 30, 2017, the tenant will vacate the rental unit within 2 days.
6. If the tenant fails to pay monthly rent of \$1350.00 on the 1st of each month as required by the residential tenancy agreement, the tenant will vacate the rental unit within 2 days.
7. The tenant will permanently vacate the rental unit by February 28, 2017.
8. The tenant's February 28, 2017 vacate date is effective regardless of the tenant's payment of rent in the subsequent months.
9. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
10. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached by the parties, I also grant the landlord an Order of Possession dated February 28, 2017 to reflect the end of tenancy should the tenant remain in the unit until February 28, 2017. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord is entitled to pursue other remedies if the tenant fails to pay rent on any date preceding February 28, 2017 as she will have breached the conditions of this agreement.

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: October 13, 2017

Residential Tenancy Branch