



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNC, OLC, RP, PSF, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated January 10, 2019 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to perform repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, her agent and her witness and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that her agent had permission to speak on her behalf at this hearing. The landlord's witness was excluded from the outset of the hearing but was recalled later to confirm details of the settlement below. This hearing lasted approximately 63 minutes.

The landlord was in receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 5:00 p.m. on April 30, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that the tenant will leave a letter in the landlord's mailbox to provide at least 24 hours' written notice if she intends to vacate earlier by March 31, 2019, as long as the tenant pays at least February and March 2019 rent of \$1,900.00 total;
 - b. After March 31, 2019, both parties agreed that the tenant is entitled to vacate by April 30, 2019, provided that she pays for April 2019 rent of \$950.00;
2. The landlord agreed that her 1 Month Notice, dated January 10, 2019, was cancelled and of no force or effect;
3. The tenant agreed to pay rent to the landlord by way of certified cheque or money order of \$950.00 for each month for February 2019, March 2019 and April 2019, totaling \$2,850.00, by the following dates:
 - a. \$500.00 by March 15, 2019;
 - b. \$1,000.00 by March 29, 2019;
 - c. \$500.00 by April 12, 2019;
 - d. \$850.00 by April 26, 2019;
4. The landlord agreed to provide access at the rental property to the tenant for laundry 24 hours per day on Saturdays, Tuesdays and Thursdays each week for the remainder of this tenancy;
 - a. The landlord agreed that the witness will unlock the tenant's access door to the laundry room during the above days and times, while the witness can keep her own separate unit door locked;
 - b. The landlord agreed that she will ensure that the witness complies with the above direction;
5. The landlord, agreed at her own cost, to provide pest control at the rental property by March 8, 2019;
6. The tenant and the witness agreed to ensure that they are not blocking parking access for each other at the rental property;

7. The tenant agreed to be mindful of her electricity usage at the rental unit for the remainder of this tenancy;
8. The tenant and the witness agreed that they will not leave any garbage outside at the rental property, only in the appropriate garbage bin;
9. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
10. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on April 30, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 5:00 p.m. on April 30, 2019. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,900.00, the current amount owing for rent for February and March 2019. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant does not pay the landlord \$1,900.00 as per condition #3 of the above monetary agreement. The tenant must be served with a copy of this Order as soon as possible after a failure to pay the landlord \$1,900.00 as per condition #3 of the above monetary agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I notified the landlord that she could file an application for dispute resolution to obtain a monetary order for April 2019 rent of \$950.00 if it is unpaid, as this is a future rent amount that was not due at the time of this hearing.

The landlord's 1 Month Notice, dated January 10, 2019, is cancelled and of no force or effect.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

I order both parties to comply with all of the above settlement terms.

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: March 04, 2019

Residential Tenancy Branch