



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, FFT

Introduction

This hearing was convened as a result of the Tenants' application under the *Residential Tenancy Act* (the "Act") to:

- cancel a One Month Notice to End Tenancy for Cause pursuant to section 47;
- dispute a rent increase above the amount allowable under the Act pursuant to section 41; and
- to recover the filing fee for this application from the Landlords pursuant to section 72.

The Tenants and two of the Landlords, PA and RH, attended this hearing and were each given an opportunity to be heard, to present affirmed testimony, and to make submissions. PA and RH confirmed they were attending this hearing on behalf of JH, the third Landlord.

All attendees at the hearing were advised that the Residential Tenancy Branch Rules of Procedure prohibit unauthorized recordings of dispute resolution hearings.

The parties did not raise any issues with respect to the service of dispute resolution documents.

Preliminary Matter – Amendment of Parties

The Tenants initially included their family members HL, CLL, and COL as applicants for the purpose of this application. During the hearing, the Tenants confirmed that HL, CLL, and COL are permitted occupants of the rental unit but not signatories to the tenancy agreement. Accordingly, I have removed HL, CLL, and COL as applicants.

One of the Landlords, PA, was not initially listed as a respondent for this application. The parties agreed that PA recently became a part owner of the rental unit. Based on the parties' testimonies, I have amended this application to include PA as a Landlord.

Settlement

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to a final and binding settlement of this application as follows:

1. The Landlords and the Tenants agree that this tenancy will continue for a fixed term of one (1) year starting on October 7, 2022 and ending on October 6, 2023, and will continue thereafter on a month-to-month basis.
2. The parties agree that starting on October 7, 2022, rent will be \$2,800.00 per month due on the 7th day of each month.
3. The parties agree that the Tenants' security deposit of \$1,075.00 held by the Landlords in trust will be carried over.
4. For greater certainty, the parties agree that the Tenants are GL, AL, and KW, and the Landlords are PA, RH, and JH.
5. The parties agree that, unless otherwise agreed upon, the rest of the terms of the parties' tenancy agreement shall remain the same as before.
6. The Landlords will provide a signed tenancy agreement reflecting the above terms to the Tenants on or before October 7, 2022.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement as legal, final and binding, which resolves the issues raised on this application only.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application and make no award regarding the 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: August 30, 2022

Residential Tenancy Branch