



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** CNR MNDC OLC FF

## Introduction

This hearing dealt with applications by the tenants. Both the tenant and landlord were represented in today's hearing

The tenants applied to cancel a notice to end tenancy for non payment of rent, claimed by the landlord to be in the amount of \$30. As well, the tenant applied for a monetary order in the amount of \$3040 in satisfaction for damage or loss under the Act. In addition, the tenant sought an order that the landlord comply with the act as to the manner and form for a permitted rent increase under the Residential Tenancy Act. And lastly, the tenant sought to recovery of the filing fee under s. 59, for the cost of his application.

## Issue(s) to be Decided

Is the notice to end tenancy valid?

Should an order be made for the landlord to comply with the Act?

Is the tenant entitled to the monetary amounts claimed?

## Background and Evidence

I have reviewed all the written submissions forwarded to me as evidence and all the sworn testimony in the hearing.

At the outset of this hearing it was confirmed by the tenant and the landlord that the outstanding rent arrears of \$30, which triggered the landlord to issue the subject notice to end tenancy, dated November 14, 2008, was paid, and the tenancy continues.

Both parties agreed that the currently outstanding rent for December 2008 in the amount of \$760 was previously paid by the tenant, and subsequently returned by the landlord due to some misunderstanding. The parties agree that this same rent portion for December will again be accepted by the landlord without any penalty or any response from the landlord, and the tenancy will continue.

This tenancy began January 1, 2001. On September 15, 2008 a Dispute Resolution Officer (DRO) of the BC Residential Tenancy Branch issued a decision ordering that an improper notice to end tenancy was set aside. On October 31, 2008 a Dispute Resolution Officer of the BC Residential Tenancy Branch issued a decision ordering a cancellation of another notice to end tenancy, and in both situations that the tenancy would continue. In the latter decision, the DRO referenced the rent as \$790, which the landlord agrees was interpreted by them to mean the rent was now so ordered as rising \$30 from \$760. The landlord agreed on this date that they now understand that this was not an order of the DRO.

The landlord's and tenant's sworn testimony at today's hearing is that the rent is in fact \$760 per month, and will remain so until a different rent amount is determined in accordance with the law and regulations which govern the increase of rent. The landlord agreed that for the months of September, October and November 2008, the tenant overpaid the rent by \$30 in each of those months and is **due a refund in the amount of \$90**. The landlord further agreed that from hereon there will not be any demand for a rent increase which does not conform to the proper manner and form for a legal rent increase; and, the landlord also agreed that any notice to end tenancy will only be issued in strict accordance with what is permitted by way of the Residential Tenancy Act and Regulations.

The tenants laid out a story, in written submissions and in testimony, of how their one time amicable and personal friendship with the landlord went sour some four (4) months ago, and how the past four months have been stressful to them in their efforts, both personal and through this dispute resolution process, to address the landlord's attempts to end the tenancy for cause, and later for unpaid rent. For this reason the

tenant is asking for monetary compensation for harassment, stress, and disruption to their “right to peaceful enjoyment of (their) suite”, over the past four months. In essence, they are claiming the rent for these past four months as compensation, in the amount of \$3040 (\$760 x 4). At the same time both parties agreed at the hearing that all future matters and transactions between them will be conducted without, not only additional information in hand, but to the best of their ability: without controversy and in strict compliance with all the rules governing tenancies.

### **Analysis**

The notice to end tenancy for non payment of rent dated November 14, 2008 was automatically set aside by the tenant paying the alleged arrears within the prescribed limit, and at the same time, the landlord verbally withdrew the notice on realization it was issued on information which they thought was accurate but in fact was in error.

In regard to the tenant’s monetary claim, I have reviewed the submissions of both parties and I have formed the opinion that the past four months have been very stressful on both parties for different reasons. It is my determination that the parties currently find themselves in a situation which has progressively evolved and for which each has made some contribution to its unfolding. Other than the understandable angst and stress which accompanies a state of disagreement and uncertainty, the tenant did not provide compelling evidence to support their claim of compensation for disruption, harassment and stress. I therefore dismiss this portion of the tenant’s application and claim in its entirety.

The tenant is entitled to the aforementioned recovery for past improper rent increases paid in the total amount of \$90. The tenant is also entitled to recovery of the \$50 filing fee, **for a total of \$140.**

### **Conclusion**

In accordance with the testimony of both parties, I so order, that the rent is currently in

the amount of **\$760.**

I order, that the landlord comply with the Act and specifically to only raise the amount of monthly rent in accordance with Part Three (3) of the Residential Tenancy Act.

I hereby authorize the tenant may reduce their next monthly rent payment by **\$140.**

Dated: December 5, 2008.