



Dispute Resolution Services

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

Decision

Dispute Codes: DRI, FF

Introduction

This hearing dealt with the tenant's application to dispute an additional rent increase and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

Events transpiring since the tenant's filing include the landlord's issuance of a second 2 month notice to end tenancy for landlord's use of property.

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on or around May 1, 2004. Rent in the amount of \$754.00 is payable on the first day of the month, and a security deposit of \$362.50 was collected on April 17, 2004.

The landlord issued a second 2 month notice to end tenancy for landlord's use of property. This second notice is dated April 14, 2009 and the tenant acknowledges receipt of same beneath his door on April 16, 2009. The notice requires the tenant to vacate the unit effective June 30, 2009. The tenant indicates that he is not disputing the notice and that he is prepared to vacate the unit accordingly.

However, the tenant seeks to recover what he alleges was the landlord's unauthorized rent increase. Specifically, while the tenant paid the long established rent of \$754.00 in May, he paid rent in the amount of \$1,000.00 for April.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to find a resolution. Further, the parties were informed in general terms of the relevant statutory provisions.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord will make cheque payment to the tenant in the full amount of \$296.00 (1 month overpayment of rent & recovery of the filing fee);
- that the above cheque will be available for pickup by the tenant by no later than noon, Friday, June 26, 2009 at the “office;”
- that the landlord waives the tenant’s rent for the month of June 2009, pursuant to statutory requirements associated with issuance of the 2 month notice;
- that the tenant will vacate the unit by no later than 1:00 p.m., Tuesday, June 30, 2009, and that an *order of possession* will be issued to the landlord to that effect;
- that the above particulars comprise full and final settlement of all aspects of the current dispute for both parties.

The attention of the parties is drawn particularly to the following provisions in the Act:

Section 35: Condition inspection: end of tenancy

Section 36: Consequences for tenant and landlord if report requirements not met

Section 37: Leaving the rental unit at the end of a tenancy

Section 38: Return of security deposit and pet damage deposit

Section 39: Landlord may retain deposits if forwarding address not provided

Further, the parties are informed of provisions set out in Residential Tenancy Policy Guideline # 1: Landlord & Tenant – Responsibility for Residential Premises (copy enclosed).

The full text of the Act, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website:

www.rto.gov.bc.ca/

Conclusion

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Tuesday, June 30, 2009**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Further, I order the landlord to pay to the tenant the amount of **\$296.00** by no later than noon, Friday, June 26, 2009.

DATE: June 25, 2009

Dispute Resolution Officer