



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** OPR, MNR, MNSD, MNDC, ERP, RP, RR, FF

## **Introduction**

This hearing dealt with two applications: 1) from the landlord for an order of possession, a monetary order as compensation for unpaid rent, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee; 2) from the tenants for a monetary order as compensation for damage or loss under the Act, orders requiring the landlord to make repairs to the unit (some of them emergency), an order permitting the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

- Whether either or both parties are entitled to any / and / or all of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the original term of tenancy was from November 1, 2007 to October 31, 2008. Thereafter, tenancy has continued on a month-to-month basis. Rent in the amount of \$750.00 is payable on the first day of the month, and a security deposit of \$375.00 was collected on November 1, 2007.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated May 7, 2009. The tenant acknowledged receipt of the notice and stated that rent has currently not been paid for April or June 2009. The tenant asserted that his withholding of full payment of rent was in response to his dissatisfaction with the landlord's response to his numerous concerns related to the condition of the unit. Further, the tenant claimed

that he never received the landlord's 3 month notice of rent increase dated July 18, 2008, which concerned an increase in rent effective November 1, 2008.

During the hearing the parties exchanged views on the circumstances giving rise to the dispute and undertook to find a resolution.

### **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 withdraws the application for an order of possession, with the effect that the tenancy continues in full force and effect;
- that the landlord waives the 3.7% (\$27.75) monthly rent increase which had originally been intended to be effective from November 1, 2008;
- that the current rent remains at \$750.00 per month;
- that a *3 month notice of rent increase* will later be issued, however, it will not be effective before November 1, 2009;
- that the landlord will accept as full payment of currently outstanding rent for April and June the amount of \$1,250.00;
- that the landlord will require payment for July's rent (\$750.00) in combination with the above rental arrears (\$1,250.00) by no later than midnight, Wednesday, July 15, 2009 [total amount due: \$2,000.00];
- that the above particulars comprise full and final settlement of all aspects of the dispute presently before me.

In view of the compromise which is reflected in the settlement achieved by the parties, I dismiss the respective applications for recovery of the filing fee.

### **Conclusion**

Pursuant to the above agreement, I hereby set aside the landlord's notice to end tenancy, with the effect that the tenancy continues in full force and effect.

Further, I order the tenants to pay to the landlord the full amount of **\$2,000.00** by no later than midnight, Wednesday, July 15, 2009, with regard to rent owed for April, June and July 2009. Pursuant to section 67 of the Act I hereby issue a monetary order in favour of the landlord in this amount. If required, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 26, 2009

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Dispute Resolution Officer