



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes

CNR & CNL

### Introduction

This hearing dealt with two applications by the tenant. In both applications the tenant is seeking to have a notice to end tenancy set aside. There is one notice served due to non-payment of rent and one notice served for the landlord's use of the rental property.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

### Issues(s) to be Decided

Did the landlord and the tenant agree to a rent increase from \$505.00 per month to \$700.00 per month?

### Background and Evidence

This tenancy began on October 1, 2004 for the monthly rent of \$485.00. Both parties agree that the current rent is \$485.00. The current landlord took over effective June 2008.

The landlord stated that he made a verbal agreement with the tenant to change the rental unit from a 5<sup>th</sup> wheel to a mobile home in exchange for an increase in the rent to \$700.00 per month. The tenant denies that there was an agreement to increase the rent and stated that the landlord just informed them that he was moving in the mobile home and that she was to find alternative housing for a week. Instead the tenant stated that she made an agreement with the landlord to do the cleaning of the new mobile home and that the landlord was not paying her for her labour. The landlord denied this agreement and stated that since he was not able to clean the mobile home the tenant offered to do it at her own expense. Neither party put anything in writing.

On July 1, 2009 the landlord expected to be paid \$700.00 for the rent. On July 13, 2009 the landlord served the tenant with a 10 day Notice to End Tenancy Due to Unpaid Rent. On the notice the landlord indicated that the tenant failed to pay the rent of \$700.00. The tenant paid her normal rent of \$505.00 and the landlord accepted this sum again on August 1, 2009.

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On July 31, 2009 the landlord served the tenant with a two month Notice to End Tenancy for Landlord's Use of the Rental Unit. According to this notice the conditions of sale were satisfied and the landlord had written notice from the purchaser that they would be occupying the rental unit.

In the hearing the landlord confirmed that he had no written notice from the purchaser and no written documentation to establish that any conditions of sale had been completed on the sale of the mobile home.

## Analysis

Section 63 of the *Act* provides:

- 63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.  
(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

The parties reached a partial settlement to this dispute. The parties agreed to the following:

1. As a condition of sale of the rental unit the purchaser would allow the tenant to occupy the rental unit until October 31, 2009 at 1:00 p.m.;
2. That the tenant would not have to pay rent for the month of October 2009 as compensation pursuant to section 51 of the *Act*, and
3. This settlement does not transfer a tenancy between the tenant and the purchaser and the landlord retains all obligations under the *Act* to the end of this tenancy on October 31, 2009.

Beyond the settlement agreement between the parties resolving the dispute about the two month Notice to End Tenancy, I find that the landlord has attempted to illegally increase the rent from \$505.00 to \$700.00. In the absence of a written agreement I do not accept that the parties made any agreements. As a result I find that the 10 day Notice to End Tenancy is not valid and without any force or effect. I find that the monthly rent continues to be \$505.00 per month.

I also do not accept the tenant's version of events that there was an agreement for her to be compensated for cleaning the mobile home. As with the landlord, I find that in the absence of a written agreement the tenant has failed to establish any loss.



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## Conclusion

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*.

The 10 day Notice to End Tenancy due to Unpaid Rent is set aside as having no force or effect since the tenant paid the rent owed of \$505.00. I have rejected the landlord's claim that there was a verbal agreement to increase the rent. I also reject the tenant's claim that there was a verbal agreement that she would be compensated for cleaning done to the mobile home.

The parties reached a mutual agreement respecting the two month Notice to End Tenancy for Landlord's Use of the Rental Unit.

Dated: August 18, 2009.

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Dispute Resolution Officer