

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: DRI, OLC, FF

Introduction

This hearing dealt with applications by the tenant and landlord pursuant to the *Residential Tenancy Act*. The landlord applied to dispute the tenant's allegation that he had given her a rent increase. The landlord also applied to recover the filing fee. The tenant applied to dispute an additional rent increase and for an order for the landlord to comply with the *Act*.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue to be Decided

Whether the tenant is entitled to an order for the landlord to comply with the *Act* and whether the landlord served the tenant with an additional rent increase.

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy commenced on or about March 2005. Rent in the amount of \$600.00 is payable in advance on the first day of each month.

The landlord stated that the tenant was late paying rent several times through the tenancy and that there was considerable damage done to the rental unit. For these reasons, the landlord wanted the tenancy to end and by way of a written agreement signed on May 30, 2009, the tenant agreed to move out by July 31, 2009 and agreed to fix the damaged areas of the rental unit.

The tenant testified that she was unable to find suitable accommodation for less than \$700.00 per month and offered to pay the landlord \$650.00 if he let the tenancy continue. The landlord declined the offer.

The tenant stated that upon the advice of her financial aid worker, she filed this application to dispute the rent increase. The tenant agreed that this application was unnecessary as the landlord had not increased the rent.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to move out on or before September 30, 2009.
2. The tenant agreed to repair the damage to the dry wall and windows.
3. The tenant agreed to wash smoke stains off the ceilings and kitchen walls.
4. The landlord agreed to allow the tenancy to continue till September 30, 2009.

Based on the testimony of both parties, I find that the tenant's application was unnecessary and therefore the tenant must bear the cost of filing this application. I order that the landlord retain \$50.00 from the security deposit.

Conclusion

Pursuant to the above agreement, the tenant's application is dismissed in its entirety.

The landlord is entitled to retain \$50.00 from the security deposit.

Dated August 20, 2009.

Dispute Resolution Officer