



## **Dispute Resolution Services**

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

### **DECISION AND REASONS**

This was an application by the tenants to dispute an additional rent increase. That application was set for hearing on November 19, 2008. In a separate application the tenants also applied to cancel a Notice to End Tenancy for cause. The second application was set for hearing on November 25, 2008. With the consent of the parties I heard both applications on November 19, 2008. The hearing was conducted by conference call. Both tenants and the landlord participated.

The tenancy began October 1, 2007. The rental unit is a three bedroom suite in a house. Rent is \$1,500.00 per month. One of the terms of the tenancy is that the rental unit will be occupied by two adults and one child only.

Some time in May, 2008 the tenants advised the landlord that a third person, a young woman, who is a relative of the tenants had come to live with them. In June, 2008 the landlord made a verbal request that the tenant pay an additional \$50.00 per month rent on account of the additional occupant. The tenants did not pay the requested additional amount. On October 1, 2008 the landlord again requested payment of an additional \$50.00 rent. The landlord gave the tenants a letter dated October 17, 2008 wherein he requested payment of the additional amount. He said that he would give them a 30 day Notice to End Tenancy if they did not agree to the additional amount. The tenants then applied to dispute what they described as an additional rent increase. On October 26, 2008 the landlord issued a Notice to End Tenancy for cause requiring the tenants to move out by November 30, 2008. The grounds alleged were that the tenants had allowed an unreasonable number of occupants in the rental unit. The tenants applied to cancel this Notice.

At the hearing the parties settled all matters in dispute between them; they agreed to the following:

The rent for the rental unit will be \$1,550.00 commencing November 1, 2008. The tenants will pay the landlord an additional \$50.00 for the month of November.

The above agreement setting the rent effective November 1, 2008 does not prevent the landlord from issuing a Notice of Rent Increase in accordance with the provisions of sections 42 and 43 of the *Residential Tenancy Act*.

The tenancy agreement will be amended to provide for and permit occupancy of the rental unit by four persons, including the tenants and the two occupants currently residing with them.

The Notice to End tenancy dated October 26, 2008, purporting to end the tenancy effective November 30, 2008 is cancelled and of no effect.

No order is made with respect to the filing fees for these applications.

Dated November 21, 2008.