

## **DECISION**

**Dispute Codes:** DRI and CNC

### **Introduction**

This application was brought by the tenants seeking to dispute an additional rent increase. However, while a landlord may make an application to impose an additional rent increase under section 43(3) of the *Act* for special circumstances set out in *Regulation 23*, the landlord has not made application for such.

In addition, the tenants submitted into evidence the landlord's hand written notice to end the tenancy on March 1, 2010. The notice cites: late payment of rent; addition of another tenant without consent, addition of a dog without consent and unpaid utilities.

The notice states that he would renew the tenancy on the condition that the tenants agree to pay \$1,400 per month with the landlord paying full utilities instead of the previously agreed \$1,000 per month rent with the landlord paying the first \$200 of the utilities and the tenants paying the balance.

The parties stated that the landlord had also issued a 10-day notice to end tenancy on February 6, 2010 for unpaid rent which arose when the tenant mistakenly believed that she could withhold all rent rather than just the unauthorized increase.

In addition, on the same day, landlord issued a two-month notice to end the tenancy for landlord use as he planned to do extensive renovations on the rental building.

### **Consent Agreement**

During the hearing, the parties reached a mutual agreement to end the tenancy on April 30, 2010 and the tenants agreed to pay the February rent immediately.

To perfect that agreement, the landlord's copy of this decision is accompanied by an Order of Possession effective at 1 p.m. on April 30, 2010.

### **Conclusion**

The landlord is issued with an Order of Possession effective at 1 p.m. on April 30, 2010.

February 4, 2010