

## **Decision**

**Dispute Codes:** DRI, CNC, CNR, MNDC, LAT, RR, SS

### **Introduction**

This hearing dealt with the tenant's application to dispute an additional rent increase / to cancel a notice to end tenancy for cause / to cancel a notice to end tenancy for unpaid rent or utilities / for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / for authorization to change locks on the rental unit / for authorization to reduce rent for repairs, services or facilities agreed upon but not provided / and authority to serve documents or evidence in a different way than required by the Act. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on January 1, 2010. At the outset of tenancy rent was \$1,000.00 per month, and a security deposit of \$500.00 was collected. By notice dated September 24, 2010, the landlord informed the tenant of a rent increase to be effective January 1, 2011. The amount of the increase is shown as \$30.00 per month. The tenant challenges the amount of the rent increase. Further, the tenant claims that she found the notice on her floor on October 2, 2010, and has concluded that it was put through the mail slot in her door on or around that date.

Arising from rent which remained overdue on February 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated February 10, 2011. The notice indicates that rent in the amount of \$46.00 remains unpaid; this amount is calculated on the basis that monthly rent was actually increased by only \$23.00 (not \$30.00), and that the increase was not paid for either January or February 2011.

Additionally, the landlord issued a 1 month notice to end tenancy for cause dated February 10, 2011. A copy of the notice was submitted into evidence. Reasons shown on the notice for its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

On February 10, 2011, the tenant filed an application to dispute both of the above notices to end tenancy.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the proposed rent increase of \$23.00 for each of January and February 2011 will be waived;
- that the entire rent for March 2011 will be waived;
- that rent for April 2011 of \$1,000.00 will be due and payable on April 1, 2011;
- that the tenant will vacate the unit by not later than 1:00 p.m., Saturday, April 30, 2011, and that an order of possession will be issued in favour of the landlord to that effect;
- that the landlord's representative will meet with the tenant at her unit on Wednesday, March 2, 2011 at Noon in order to inspect the unit;
- that the landlord's representative will reimburse the tenant for the full amount of her security deposit of \$500.00 during the meeting, as above;
- that the tenant withdraws all aspects of her application for dispute resolution;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Saturday, April 30, 2011**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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*.

DATE: February 22, 2011

---

Residential Tenancy Branch