



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *DRI, OLC, PSF, FF*

Introduction.

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied to dispute a rent increase and for an order directing the landlord to comply with the *Act*, to provide heat, to cancel the notice to end tenancy and for the filing fee.

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

Issues to be decided

Did the landlord serve the tenant with a legal rent increase? Is the tenant required to pay for heat or is it included in the rent? Should the notice to end tenancy be set aside? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on May 05, 2010. There was no formal tenancy agreement. The tenant stated that it was verbally agreed upon that the heat was included in the rent. Sometime during the tenancy, the landlord sold the property to his brother. The new landlord found that the rent was below market rent and that the rent did not cover expenses. He served the tenant with a notice of rent increase and informed the tenant that heat would no longer be included in the rent. The tenant applied to dispute both notices.

On November 03, 2011, the landlord served the tenant with a two month notice to end tenancy for landlord use. The tenant amended her application to include disputing the notice to end tenancy.

The claims of both parties were discussed at length. 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 hearing, 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 landlord agreed to withdraw both the notice of rent increase and the notice that heat would no longer be included in the rent.
2. The tenant agreed to end the tenancy on or before 1:00 p.m. on January 31, 2012. The landlord will be granted an order of possession for this date.
3. The parties will exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to the landlord – tenant relationship.

The parties agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

Conclusion

Pursuant to the above agreement, I grant the landlord an order of possession effective on or before **1:00 p.m. on January 31, 2012**. This Order may be filed in the Supreme Court for enforcement.

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*.

Dated: November 18, 2011.

Residential Tenancy Branch