



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MT, MNDC

### Introduction

This hearing was scheduled in response to the tenant's application for more time to make an application to cancel a notice to end tenancy / and a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to either or both of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement for this tenancy which began on or around September 1, 1997. The original 2 tenants were the applicant and the landlord's brother. Monthly rent of \$800.00 included utilities. In March 1999 the landlord's brother moved out and the applicant continued on his own with the tenancy. In 2003 a new co-tenant moved into the unit but left after a period of from 7 to 12 months. It is understood that towards the end of 2010 the landlord determined that the applicant had, without any prior discussion with the landlord, invited a new co-tenant to move into the unit.

During periods of the tenancy when only the applicant resided in the unit, monthly rent was reduced variously to either \$550.00 or \$625.00. However, principally as a result of the increased cost of utilities, in 2007 the parties reached an agreement whereby monthly rent became \$750.00.

Ultimately, the landlord issued a 2 month notice to end tenancy for landlord's use of property dated June 22, 2011. The notice did not take the form of the standard template but, rather, was created by the landlord. The reason stated on the notice for its issuance was that "we will take over our whole home and allow our eldest son to reside within the bottom half of our house." The end date of tenancy identified on the

notice was August 31, 2011. However, there were tensions between the parties and the unit was not actually vacated until October 8, 2011.

In summary, the tenant claims that inadequate and improper notice was provided when rent was increased, that the amount of the rent increase was in excess of what was permitted by the legislation, and that receipts were not issued by the landlord in exchange for cash payment of rent until the latter stages of tenancy.

In response to receiving notification of the tenant's application for dispute resolution, the landlords stated that they have filed their own application for dispute resolution.

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

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

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 landlord will pay the tenant \$600.00 (the "payment"), and that a monetary order will be issued in favour of the tenant to this effect;
- that the payment includes reimbursement of the tenant's \$100.00 filing fee;
- that the payment will be made by cheque post-dated February 29, 2012;
- that the above cheque will be put into the mail by not later than midnight, Friday, February 17, 2012;
- that the landlord(s) will withdraw any application made for dispute resolution in relation to this tenancy, and that the landlord(s) will contact the Residential Tenancy Branch in order to request cancellation of any hearing that may have been scheduled in response to such an application;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$600.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court 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*.

Dated: February 10, 2012.

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Residential Tenancy Branch