



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR LRE

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the tenant to cancel a Notice to End Tenancy for unpaid rent or utilities; and to suspend or set conditions on the landlord’s right to enter the rental unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

- Should the Notice to End Tenancy for unpaid rent or utilities (the “Notice”) be cancelled?
- Should the tenant be granted an order to suspend or set conditions on the landlord’s right to enter the rental unit?

Background and Evidence

Although no written tenancy agreement exists, the parties agreed that a verbal tenancy agreement commenced December 1, 2011. Originally, the rent was set at \$600.00 per month to be paid on the 1st day of each month. The rent was subsequently increased by mutual agreement to \$650.00. This increase was based on the higher utility bills the landlord received since commencing the tenancy. Although the specific date of the increase was disputed, both parties agreed that the rent was increased to \$650.00 within a month or two after the tenancy began, and has remained at \$650.00 per month ever since.

Both parties agree that \$50.00 of the \$650.00 rent for May 2012 remains owing. The tenant testified that although \$50.00 was late, she did make an attempt to pay the

\$50.00, however, the payment was refused by the landlord. The landlord disputed that the tenant attempted to pay the \$50.00.

Settlement Agreement

Section 63 of the *Act*, states:

Opportunity to settle dispute

63 (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual agreement between the agent for the landlord and the tenant was reached. The mutual agreement is as follows:

1. The applications of the tenant and the notice from the landlord are withdrawn; and
2. The tenancy will end on **July 15, 2012 at 1:00 p.m.**

Neither party wished to include details about the \$50.00 of rent owing for May 2012, the rent for June 2012 and the partial rent for July 2012 in the mutual agreement. Although the parties have settled the issue of possession of the rental unit, I note there may have been an illegal rent increase and I make no finding on this issue.

Conclusion

I find that the landlord is entitled to an order of possession effective **July 15, 2012 at 1:00 p.m.** If the landlord serves the order of possession on the tenant and the tenant fails 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 final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 01, 2012.

Residential Tenancy Branch