



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC, DRI, MNDC, FF

### **Introduction**

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Landlord by mailing, by registered mail to where the landlord resides on April 20, 2013. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided**

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated April 15, 2013 and setting the end of tenancy for May 31, 2013?
- b. Whether the tenancy is entitled to a monetary order for rent increases paid that were in excess of what is permitted under the Residential Tenancy Act and Regulations?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on April 1, 2011 when the parties entered into a one year fixed term tenancy that provided for rent of \$2000 plus \$350 for utilities. The landlord subsequently served a Notice of Rent Increase increasing the rent to \$2600 (the utilities were included in this sum). The tenant paid a security deposit of \$1000 and a pet damage deposit of \$1000 at the start of the tenancy.

Settlement:

This is a disputed claim. At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on July 31, 2013.
- b. The parties request that the arbitrator issue an Order for Possession for July 31, 2013.
- c. The tenant shall give the landlord one month notice in writing on or before May 31, 2013 if she intends to vacate the rental unit by June 30, 2013.
- d. The rent shall be \$2600 per month and the Tenant shall pay that sum for the period of time she resides in the rental unit.
- e. The tenant releases and discharges the landlord from all claims she may have for a rent increase paid in an amount that exceeds what is permitted under the Residential Tenancy Act.
- f. The issue of the return of the deposit shall be dealt with in accordance with the provisions of the Residential Tenancy Act at the end of the tenancy.

Orders:

**As a result I granted the landlord an Order for Possession effective July 31, 2013. All other claims raised in the Application for Dispute Resolution are dismissed.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia 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: May 15, 2013

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Residential Tenancy Branch

