



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE 127 SOCIETY FOR HOUSING  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC, MNDC, OLC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for a monetary order to recover rent that the tenant believes she overpaid. The tenant also applied for an order directing the landlord to comply with the *Act*. Both parties attended the hearing and had opportunity to be heard.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to a monetary order?

### **Background and Evidence**

The tenancy began on June 30, 2009. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent was \$406.00. The economic rent for the unit is \$750.00.

On July 09, 2014, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had breached a material term of the tenancy agreement.

During the hearing the reasons for the notice were discussed at length. 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 Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue.

Both parties agreed to the following terms:

1. The landlord agreed to allow the tenancy to continue at a monthly rent equal to the economic rent of \$750.00.
2. The tenant agreed to pay the economic rent of \$750.00.
3. The tenant agreed to provide appropriate information to the landlord to enable the landlord to make application for subsidy to B.C. Housing, on behalf of the tenant.
4. The tenant agreed to withdraw all other claims made in this application against the landlord.
5. Both parties confirmed that they understood and agreed to the terms of this agreement.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

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: September 18, 2014

---

Residential Tenancy Branch

