



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This was the hearing of an application by the tenant for a monetary award. The hearing was conducted by conference call. The tenant attended with her advocate. The landlord's representative attended with another representative of the landlord.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The tenancy began in 1986. The tenant applied on September 18, 2014 for a monetary award for what she claimed was the amount paid for rent increases that were improperly charged by the landlord. According to the landlord the tenant was given a notice of rent increase dated June 20, 2013, raising her rent by \$31.00 per month commencing October 1, 2013. The rent was raised from \$840.00 to \$871.00. The tenant said that she did not receive the Notice, which named her deceased husband as the tenant. The landlord's evidence was that the Notice to End Tenancy was sent to the tenant by ordinary mail, but the tenant said that she did not receive it. There is a presumption that documents sent by ordinary mail have been received on the fifth day after mailing, but this is a rebuttable presumption and I accept the tenant's evidence that she did not receive the mailed copy. The landlord's manager personally delivered another copy of the notice of rent increase to the tenant in April, 2014. After the tenant was served with a Notice to End Tenancy for unpaid rent in May, 2014 she paid the amount claimed by the landlord for rental arrears, but she has now applied to dispute the rent increase levied by the landlord.

The landlord submitted documentary evidence to show that a further rent increase has been served to the tenant raising the rent to \$890.00 effective October 1, 2014. The

landlord claimed that the tenant has not paid all of the increased rental amounts in recent months and one of her cheques in the amount of \$62.00 was not filled out properly and could not be cashed. The landlord claimed that the tenant currently owes \$112.00 in rental arrears.

Conclusion

During the hearing the parties arrived at an agreement to settle the tenant's claim in this proceeding. The landlord and the tenant agreed that the tenant should be credited with the sum of \$186.00 paid as increased rent for the period from October 2013 until April 2014, but, from that amount should be deducted current arrears owed to the landlord in the amount of \$112.00, leaving a net credit in favour of the tenant of \$74.00. The said sum of \$74.00 will be applied to the next installment of rent so that the net amount payable by the tenant for December rent will be the sum of \$816.00. The rent for January and subsequent months will return to the current rate of \$890.00 per month.

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 05, 2014

Residential Tenancy Branch

