



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, O

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to dispute an additional rent increase; for the Landlord to comply with the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and for ‘Other’ issues.

The Landlord named on the Tenant’s Application appeared for the hearing along with the Tenant and her Advocate.

The Landlord explained that she was not the Landlord in this case because she was not the owner of the rental suite and was simply assisting the property managers of this tenancy. The Landlord confirmed that she had collected rent, issued the Tenant rent receipts and also had e-mail communication with the Tenant about issues associated with the tenancy.

The Act defines a Landlord in part as being a person who, on behalf of the Landlord, exercises powers and performs duties under the Act, the tenancy agreement or a service agreement. Therefore, as the Landlord named on the Application took an interest in this tenancy that required her to perform a duty under the tenancy agreement such as collecting rent from the Tenant, I determined that she was an agent of the Landlord for the purposes of this dispute.

The part owner of the rental suite also appeared for the hearing and confirmed that he was also the property manager and was a Landlord in this tenancy. As a result, with the consent of all parties, I amended the Tenant’s Application to include his name.

The parties provided affirmed testimony during the hearing and the Tenant’s advocate only provided submissions. The Landlords provided documentary evidence prior to the hearing. No issues were raised by the parties regarding the service of the documents and evidence used during the hearing.

The parties provided conflicting testimony and evidence regarding an illegal rent increase imposed by the Landlord during the tenancy that centered on the addition of a third party to the rental suite and the inclusion of utilities.

After the parties had presented their evidence, I explained the rent increase provisions outlined in part 3 of the Act as well as Policy Guideline 37 to the Act.

During this time the Tenant's advocate disclosed that the Tenant had been provided with a 2 Month Notice to End Tenancy for Landlord's Use of the Property (the "Notice") which was not subject to this dispute. However, the Tenant indicated that he would be vacating the rental suite in accordance with the notice to end tenancy.

As a result, I offered the parties an opportunity to settle the Tenant's Application through a settlement agreement. The parties engaged into a discussion, put their minds towards resolution and decided to settle all of the issues associated with this tenancy in full and final satisfaction during the hearing as follows.

Settlement Agreement

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to 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.

The parties agreed that the tenancy will end in accordance with the effective date of the Notice, **April 30, 2015**. The parties were agreeable with the Landlord being issued with an Order of Possession effective for this date.

However, the parties may agree **in writing** to mutually end the tenancy earlier than the agreed date. The Tenant is also at liberty to exercise his rights to end the tenancy under the provisions of the Notice as detailed on page two of the Notice.

The parties agreed that the Tenant will receive his one month's free rent of **\$450.00** under the provisions of the Notice either by, withholding this amount of rent for the month of April 2015 or, if the Tenant vacates earlier with written notice under the provisions of the Notice, the Landlord must pay the Tenant the compensation.

The parties agreed that this agreement would be in **full and final satisfaction** of all of the issues and monetary claims for compensation, utilities, unpaid rent and rent increases associated with this tenancy and no further Applications are permitted.

The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy.

Conclusion

The parties agreed to settle the Tenant's Application in full and final satisfaction of all the issues associated with the tenancy.

The tenancy will end at 1:00 p.m. on April 30, 2014 and the Landlord is issued with an Order of Possession. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit on this date and time. Copies of this order are attached with the Landlord's copy of this decision.

The provisions and compensation requirements of the Notice and the security deposit are still in effect and apply. This file is now closed

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: March 02, 2015

Residential Tenancy Branch

