



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RI

### Introduction:

The landlord has applied for an Order permitting her to increase the rent to an amount greater than the usual permissible amount pursuant to section 43 of the Act. Both the landlord and tenant attended the conference call hearing.

### Facts:

The original tenancy began on June 1, 2009 with rent in the amount of \$ 1,150.00 due in advance on the first day of each month. The original landlord never deposited the cheque for the security deposit. The current landlord purchased the property and took possession on May 31, 2015. The previous landlord apparently gave the tenant a landlord use Notice to End the Tenancy with an effective date of May 31, 2015. Neither party produced the Notice or were aware of the reason for its issuance. The tenant remained in the unit and the present landlord purported to obtain a new tenancy agreement for a three month fixed term tenancy with rent in the amount of \$ 1,150.00 requiring the tenant to move out of the unit at the end of the term. Neither party produced the tenancy agreement at the hearing. The tenant paid a security deposit to the landlord of \$ 575.00 on June 30, 2015.

### Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties agree that the tenancy will continue until May 31, 2016 with rent in the amount of \$ 1,150.00 plus utilities,

- b. The parties have agreed to end the tenancy effective May 31, 2016 at 1:00 PM, and
- c. The tenant will use her best efforts to vacate the unit sooner and if so will give the landlord 30 days written notice as required by the Act.

Conclusion:

As a result of the settlement I have granted the landlord an Order for Possession effective May 31, 2016 at 1:00 PM. This order may be enforced in the Supreme Court of B.C. There shall be no order as to reimbursement of the filing fee herein as it was not part of the settlement. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act. The landlord must serve tenant with this decision and Order.

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: January 18, 2016

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Residential Tenancy Branch