



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, OLC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated May 1, 2017
- b. An order setting aside a rent increase that does not comply with an increase permitted by the regulations.
- c. An order that the landlord comply with the Act, regulation and/or the tenancy agreement.
- d. An order to recover the cost of the filing fee.

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.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on May 1, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated May 1, 2017?
- b. Whether the tenant is entitled to an order setting aside a rent increase that does not comply with an increase permitted by the regulations.
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written month to month tenancy agreement that provided that the tenancy would begin on July 1, 2016. The rent was \$1225 to August 31, 2016 and \$1475 from September 1, 2016 forwarded. The tenant was given a discount for the first 2 months as the landlord was renovating. The tenant paid a security deposit of \$530.

Settlement:

During 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 confirm the present rent is \$1475 per month.
- b. The parties agree to a rent increase to \$1569.95 commencing August 1, 2017 and on the first day of each month thereafter.
- c. The landlord shall not charge an additional separate amount for utilities.
- d. The 10 day Notice to End Tenancy is null and void.

As a result of the settlement I ordered the 10 day Notice to End Tenancy dated May 1, 2017 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. All other claims in the application for dispute resolution are dismissed.

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: June 14, 2017

Residential Tenancy Branch