



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNDC, RR, DRI

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent, to dispute a rent increase, for a monetary Order for money owed or compensation for damage or loss, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that she cannot recall when or how she served the Landlord with the Application for Dispute Resolution, the Amendment to an Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted with the Application. The Landlord stated that he received these documents in the mail sometime in July of 2017. As the Landlord acknowledged receiving the documents, the evidence was accepted as evidence for these proceedings.

On September 13, 2017 the Landlord submitted 5 pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was not served to the Tenant. As the documents were not served to the Tenant, it was not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. I find that the Tenant's application for an Order granting her exclusive use of the back yard and her application for a copy of the tenancy agreement are not sufficiently related to her application to set aside a Ten Day Notice to End Tenancy, to dispute a rent increase, and to recover a rent overpayment.

I therefore dismiss her application for an Order granting her exclusive use of the back yard and for an Order requiring the Landlord to provide her with a copy of the tenancy agreement, with leave to re-apply for that matter.

Issue(s) to be Decided:

Is the Tenant entitled to a rent refund as a result of an unlawful rent increase?
Should the Notice to End Tenancy be set aside?

Background and Evidence:

After considerable discussion regarding the terms of the tenancy and issues that occurred during the tenancy, the Landlord and the Tenant mutually agreed to settle the remaining issues in dispute under the following terms:

- the tenancy shall continue;
- rent for the rental unit will be \$1,040.00, effective November 01, 2017; and
- the Tenant will only have to pay \$920.00 in rent for November of 2017.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenants both acknowledged that they understand they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis:

The Application for Dispute Resolution was settled in accordance with the aforementioned settlement agreement.

Conclusion:

This tenancy will continue under the terms of the settlement agreement.

This settlement agreement is recorded 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 27, 2017

Residential Tenancy Branch