



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

CNC, OLC, FFT

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement, and to recover the fee for filing this Application. It is readily apparent from information on the Application for Dispute Resolution that the Tenant is disputing a rent increase, and that matter will be considered at these proceedings.

The Tenant stated that the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail, although she cannot recall the date of service. The Agent for the Landlord acknowledged receipt of these documents.

.On March 01, 2018 the Landlord submitted 28 pages of evidence to the Residential Tenancy Branch and on March 02, 2018 he submitted another 12 pages of evidence. The Agent for the Landlord stated that this evidence was posted on the Tenant's door on March 02, 2018. The Tenant acknowledged receiving this evidence and it was 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.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Has there been an unlawful rent increase?

### Background and Evidence

After considerable discussion about issues related to this tenancy the Agent for the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- this tenancy will continue;
- the Landlord will allow the Tenant's roommate to be listed on the tenancy agreement as an "occupant";
- the rent of \$1,550.50 will be due by the first day of each month;
- the Tenant will pay all of the rent when it is due by the first day of each month;
- the Tenant agrees that the tenancy will end if she is late paying her rent on one more occasion; and
- the Tenant will not attempt to collect a rent refund from any of the rent increases the Tenant has collected to this point in the tenancy.

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 understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

### Analysis

The issues in dispute have been resolved in accordance with the aforementioned terms of the settlement agreement.

### Conclusion

The Application for Dispute Resolution has been settled in accordance with the aforementioned 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: March 15, 2018

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Residential Tenancy Branch