



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDCT, FFT, PSF, CNC, CNL, DRI

### **Introduction:**

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

The Tenant stated that on April 13, 2018 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and I therefore find that they have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*.

On April 16, 2018 the Tenant submitted an Amendment to the Application for Dispute Resolution, in which she applied to cancel a Notice to End Tenancy for Unpaid Rent. The Tenant stated that on the Amendment to the Application for Dispute Resolution was sent to the Landlord, via registered mail, although she cannot recall the date of service. The Landlord acknowledged receipt of this document and I therefore find that it was served in accordance with section 89 of the *Act*.

On April 16, 2018 the Tenant submitted 2 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord with the Amendment to the Application for Dispute Resolution. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On April 13, 2018 and April 28, 2018 the Landlord submitted a total of 30 pages of evidence to the Residential Tenancy Branch. The female Landlord stated that this evidence was posted on the Tenant's door on April 28, 2018. The Tenant stated that she did not receive this evidence.

While I accept the Landlord's undisputed testimony that the evidence was posted on the door of the rental unit, I also accept the Tenant's undisputed testimony that it was not received. I find it entirely possible that both parties are telling the truth and that the documents were removed by a third party.

The Landlord was advised that the evidence she submitted to the Residential Tenancy Branch could not be accepted as evidence for these proceedings as the Tenant did not acknowledge receiving the documents. The Landlord was advised that the hearing would proceed and that she could refer to their documents during the hearing. She was advised that if, at any point during the hearing, she deemed it necessary for me to physically view the documentary evidence, she could request an adjournment for the purposes of re-serving the evidence to the Tenant. This hearing was concluded without the Landlord requesting an adjournment.

#### Preliminary Matter

With the consent of both parties, the Application for Dispute Resolution was amended to reflect the correct spelling of the Landlord's surname, as it was provided at the hearing.

#### Issue(s) to be Decided:

Has there been an unlawful rent increase and, if so, is the Tenant entitled to a rent refund?

Is there a need to issue an Order requiring the Landlord to provide services or facilities?

Should the Notice to End Tenancy for Cause and/or the Notice to End Tenancy for Unpaid Rent be set aside?

Background and Evidence:

Prior to discussing the merits of the Tenant's Application for Dispute Resolution the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual agreement, on May 31, 2018;
- the Landlord will not enter the rental unit prior to May 31, 2018;
- the Landlord's daughter will not enter the rental unit prior to May 31, 2018;
- rent for April of 2018 is waived;
- the Landlord will accept the \$200.00 e-transfer the Tenant has already sent for rent for May of 2018;
- no further rent will be due for May of 2018;
- the Tenant will permit an electrician to enter the rental unit providing she is given written notice of the entry, via email, at least 24 hours prior to the entry;
- the electrician will be entering the unit for the purposes of conducting a safety inspection and may make urgent safety repairs on that date;
- if additional urgent electrical repairs are required the Tenant will permit the electrician to the rental unit on a subsequent date, providing the Tenant is provided with notice of the entry as required by section 29 of the *Act*;
- the Tenant will maintain a respectful and cordial relationship with the Landlord's daughter for the duration of the tenancy; and
- the Tenant will personally deliver a key for the rental unit to the Landlord's home at 4:00 p.m. on May 09, 2018;

This settlement 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 Landlords and the Tenant 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:

I find all issues in dispute in this Application for Dispute Resolution have been settled in accordance with the terms of the aforementioned settlement agreement.

Conclusion:

On the basis of the settlement agreement I grant the Landlord an Order of Possession which is effective at 1:00 p.m. on May 31, 2018. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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 *Act*.

Dated: May 08, 2018

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Residential Tenancy Branch