



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, DRI

Introduction:

This hearing was convened in response to two Applications for Dispute Resolution filed by the Tenant. The Tenant filed an Application for Dispute Resolution in which Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent. The Tenant filed a second Application for Dispute Resolution in which Tenant applied to dispute a rent increase.

The Advocate for the Tenant stated that on May 11, 2018 the first Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted with the Application were delivered to the Landlord's office. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The Advocate for the Tenant stated that on June 06, 2018 the second Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted with to the Residential Tenancy Branch on June 05, 2018 were delivered to the Landlord's office. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On June 15, 2018 the Landlord submitted evidence to the Residential Tenancy Branch. The Manager stated that this evidence was personally served to the Tenant on June 15, 2018. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On June 21, 2018 the Tenant submitted one document to the Residential Tenancy Branch. The Advocate for the Tenant stated that this document was not served to the

Landlord. As the document was not served to the Landlord it was not accepted as evidence for these proceedings.

Issue(s) to be Decided:

Has there been a rent increase that does not comply with the legislation?
Should a Notice to End Tenancy for Unpaid Rent be set aside?

Background and Evidence:

After considerable discussion the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Tenant will pay the Landlord \$304.04;
- the Tenant agrees to begin paying rent of \$600.00 per month, effective August 01, 2018;
- the Landlord will withdraw the Ten Day Notice to End Tenancy that is the subject of these proceedings; and
- the tenancy will continue.

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. I am satisfied that all parties understood the terms of the agreement.

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

Analysis:

This matter has been settled in accordance with the aforementioned terms.

Conclusion:

On the basis of the settlement agreement I grant the Landlord a monetary Order for \$304.04. In the event this amount is not paid to the Landlord by September 30, 2018, this Order may be served to the Tenant, filed with the Province of British Columbia Small Claims Court, and enforced as an Order of that Court.

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: July 05, 2018

Residential Tenancy Branch