



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction:

Both parties attended the hearing and gave sworn or affirmed testimony. The landlord said they served the tenant with a 10 Day Notice to End the Tenancy for unpaid rent dated August 2, 2018 to be effective August 12, 2018 by posting it on the door on August 2. The tenant said they served the landlord with their Application for Dispute dated August 7, 2018 in his mailbox and the landlord agreed they got it. I find the documents were sufficiently served pursuant to section 71 for the purposes of this hearing. The tenant applies:

- a) pursuant to section 46 of *The Residential Tenancy Act* (the Act) to cancel the Notice to End Tenancy; and
- b) pursuant to section 32 of the Act to order the landlord to do repairs to the unit;
- c) For compensation of a reduction of rent for repairs not done; and
- d) To recover the filing fee for this application.

Preliminary Issue:

The tenant requested at the outset of the hearing that their application be amended to only deal with the Notice to End Tenancy and the rent increase. The amendment is granted as it is beneficial to both parties to deal with the most serious issue of possible eviction.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed the tenancy began on July 1, 2016, rent was \$1650 a month and a security deposit of \$825 was paid. The landlord provided evidence that the tenant owes \$158 for July and August 2018 plus \$66 for September 2018 as he refused to pay the rent increase. He provided copies of a legal notice of rent increase served in January 2018 to be effective May 1, 2018 increasing the rent by 4% from \$1650 to \$1716 a month. He said he granted an extension of time to July 1, 2018 when the tenant asked for it.

The tenant said he was promised by the landlord that the rent would not increase while they lived there. He provided an unsworn letter from a witness who said she overheard the discussion. The landlord said he initially offered the tenant a two year lease and said the rent would not increase for two years if the tenant signed that lease. However the tenant chose to go month to month. Nevertheless, the landlord has not increased the rent for two years. He pointed out that taxes and utilities are escalating yearly and it would be absurd for him to promise no increases while someone lived in the home. Currently the tenant owes \$158 rent from July and August and \$66 from September 2018 for a total of \$224.

After further discussion, the landlord said he did not want to have to end the tenancy. He just wants the tenant to acknowledge and pay the legal rent. The parties discussed some other problems regarding frequent text messages and the landlord's difficulty with this and the fact he has no email. He pointed out that the tenant brings him the rent each month and could communicate with a written note or a telephone call after his working hours. After further discussion, the parties freely and voluntarily and without any coercion agreed to settle on the following terms and conditions:

Settlement Agreement:

- 1. The landlord agrees the tenancy will not be ended provided the tenant pays \$224 immediately and \$1716 for rent at the first of every month from October 1, 2018.**
- 2. The landlord agrees he will give at least 24 hour Notice of entry (as required by section 29 of the Act) with the time and purpose for entry.**
- 3. If the tenant does some repairs, the tenant agrees they will not deduct the costs from rent but will give the receipts to the landlord. The landlord agrees he will pay the amount of the receipts by cheque within one week of receiving them.**
- 4. The tenant agrees to limit his texting to the landlord as the landlord has some problems with technology. The tenant will telephone after working hours of the landlord or provide him with a note to detail any repairs needed.**
- 5. This agreement settles all matters between the parties to September 27, 2018.**

Analysis:

I find the matter is settled. Pursuant to the above noted settlement agreement, the Notice to End Tenancy is set aside and cancelled. The tenancy continues.

Pursuant to the tenant's request, their application for compensation is dismissed.

Conclusion:

The Notice to End Tenancy is set aside and cancelled. The tenancy continues. No filing fee was awarded as the matter was settled with compromise on both sides.

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: September 27, 2018

Residential Tenancy Branch