



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, PSF, DRI

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for the Landlord to comply - Section 62;
3. An Order for the provision of services and facilities - Section 65; and
4. An Order in relation to a disputed rent increase - Section 43.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

The Parties do not dispute that the Tenant’s rent is subsidized by the Landlord. The Landlord states that the rent was not increased but that it was determined in mid January 2020 that the Tenant was no longer eligible for the previous subsidy as provided for in the tenancy agreement.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. Nothing in the Act provides for any subsidy and a loss of a subsidy amount is not a rent increase. Further, as the claims in relation to the compliance and rent increase are not related to the primary matter of the notice to end tenancy, I dismiss these claims.

As the claim in relation to the provision of facilities and services is not related to the primary matter, I dismiss this claim with leave to reapply.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The following are agreed or undisputed facts: The tenancy under written agreement started on June 1, 2018 with subsidized rent payable of \$572.00. The Tenant provided the Landlord with documents required for the 2020 annual subsidy determination in December 2019. On January 1, 2020 the Tenant paid the subsidized rent of \$572.00. In mid January 2020 the Landlord determined that the Tenant was not eligible for the same subsidy and sought \$1,075.00 starting January 1, 2020. The Tenant paid \$572.00 for February 2020 rent and on February 7, 2020 the Landlord served the Tenant with a 10-day notice for unpaid rent of \$1,006.00 due February 1, 2020. The rental arrears are calculated as \$503.00 for January and \$503.00 for February 2020.

During the hearing and after a determination was made in relation to the amount of rent that was payable for January, as set out below, the Parties settled the dispute for February 2020 rent in order to continue the tenancy. This mutual agreement is set out below. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

Analysis

Section 46(1) of the Act provides that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice. As the

Landlord had not made a determination of the subsidy amount until mid-January 2020, I find that the Tenant did not owe additional rent for January 2020.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Tenant will pay arrears for February 2020 of \$503.00 as follows:**
 - **\$250.00 no later than April 30, 2020; and**
 - **\$253.00 no later than May 30, 2020;**
- 2. The tenancy continues; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the above mutual agreement I order the Tenant to pay the arrears as set out above and I cancel the Notice.

Conclusion

The Notice is cancelled by the mutual agreement and the tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 16, 2020

Residential Tenancy Branch