

DECISION

Dispute Codes: DRI, CNR, OLC

This hearing dealt with an application by the tenant to dispute an additional rent increase; for the landlords to comply with the *Act* and tenancy agreement; and to cancel the notice to end tenancy.

The tenancy started on September 1, 2008. The landlords said that the monthly rent is \$1100.00. On August 2, 2009, the landlords served the tenant with a notice to end tenancy for non-payment of rent. This notice indicates that the tenant has failed to pay outstanding rent of \$300.00 for each of the months of June, July and August for a total amount of \$900.00. On August 26, 2009, the landlords received a payment from Social Services in the amount of \$800.00 as payment for the September rent.

The tenant maintained that the monthly rent should be \$800.00 instead of \$1100.00. She is therefore disputing the additional rent increase. She is also seeking an order for the landlord to comply with the *Act* and tenancy agreement.

The landlords said that since the inception of the tenancy, the tenant had been paying a monthly rent of \$1100.00 until June of 2009. To support their claim, the landlords submitted two documents. The first document is a letter dated August 11, 2008 written by the tenant stating the monthly rent to be \$1100.00. The second document is a tenancy agreement signed by both parties on July 1, 2009 which also states the monthly rent to be \$1100.00. Based on the above documents, I find the monthly rent to be \$1100.00. Accordingly, I also find that there was no additional rent increase. I therefore dismiss the tenant's application to dispute an additional rent increase and for the landlord to comply with the *Act* and tenancy agreement.

Based on testimony of both parties, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within the prescribed timeframe of 5 days. I therefore find that the landlords have established grounds to end the tenancy. Accordingly, I dismiss the tenant's application to cancel the notice to end tenancy.

During the hearing, the landlords requested for an order of possession. Based on the above facts, I find that the landlords are entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Dated August 28, 2009.