



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACE REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI

### Introduction

The tenant applies to dispute a Notice of Rent Increase. At hearing it was apparent that the dispute between the parties was not about receipt of a Notice of Rent Increase, which the landlord has been issuing almost annually for a number of years, nor about the amount of the increase.

Rather, it is about how the rent was paid. The applicant, a tenant since December 2001, pays her rent by “direct payment service” where the rent simply comes out of her bank account. After the last two rent increases, effective July 1, 2011 and then August 1, 2012, the amount taken from the tenant’s credit union account did not go up commensurately. As a result the tenant has been paying rent at her old, pre-July 2011 level and some considerable arrears have accumulated.

The parties disagreed about why the rent being withdrawn from the tenant’s account did not go up. As discussed at hearing, that is beside the point. The rent did go up, the arrears are owed and a residential tenancy arbitrator does not have the power to reduce those arrears in these circumstances.

Fortunately, the parties were able to achieve a settlement. Later today the tenant will sign an “EFT” form authorizing the credit union to forward the current rent to the landlord. The parties agreed that as of the March 1, 2014 rent, the arrears are or will be \$896.71. It is agreed that the tenant will pay with her monthly rent, and with any future monthly rent increased pursuant to law, an additional \$15.00, which shall be applied to reduction of the arrears, without interest. It is agreed that so long as the tenant maintains that additional payment the landlord may not claim the entire arrears amount.

I commend the parties for reaching this settlement and confirming their commitment to and respect for an otherwise long and peaceful relationship.

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: February 03, 2014

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Residential Tenancy Branch

