Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, CNR, MNDC, OLC, RP, AAT, RR, FF

Introduction

This hearing was scheduled in response to the tenant's application to dispute an additional rent increase / cancellation of a notice to end tenancy for unpaid rent / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / allow access to (or from) the unit or site for the tenant or the tenant's guests / allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on January 01, 2009. Monthly rent is due and payable in advance on the first day of each month.

The landlord issued a notice of rent increase dated February 28, 2014. The notice informs the tenant that effective June 01, 2014, rent of $750.00 will be increased by $50.00 to $800.00. The rent increase prior to this took effect from June 01, 2012.

The tenant notes that the allowable rent increase that comes into effect in 2014 is 2.2% of the existing rent. Accordingly, in this case, the allowable rent increase would be limited to $16.50 (2.2% x $750.00).

Arising from rent which was not paid in the full amount sought of $800.00, but rather $750.00, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June

28, 2014. Subsequently, the tenant filed an application to dispute the notice on July 02, 2014, and paid rent to the landlord in the total amount of $783.00, as follows:

$16.50: *amount of allowable 2.2% increase in rent for June*
$766.50: *total allowable rent for July*

Following from all of the above, during the hearing the parties agreed that the notice to end tenancy is of no further force and effect, and that **monthly rent is $766.50**.

During the hearing the parties undertook to resolve all remaining aspects of the dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a full resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than **Sunday, November 30, 2014**, and that an **order of possession** will be issued in favour of the landlord to that effect;

- that payment of **rent will be waived** for both of the months of **October and November 2014**;

- that the tenant withdraws the remaining aspects of his application, and the above particulars comprise **full and final settlement** of all disputes arising from this tenancy for both parties.

As to the disposition of the security deposit at such time as tenancy ends, the attention of the parties is drawn to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **Sunday, November 30, 2014**. This order must be served on the tenant. 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.

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 02, 2014

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Residential Tenancy Branch