



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- an order to cancel the landlord's 10 Day Notice To End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"); and
- recovery of the filing fee paid for this application from the landlord.

The landlord's agent (the "landlord") appeared at the teleconference hearing and gave affirmed testimony. The tenant also appeared at the teleconference hearing and gave affirmed testimony. The landlord appeared with two witnesses who were also affirmed to give testimony. The tenant appeared with an advocate. The two witnesses were excluded from the hearing while testimony was being given. The two witnesses did not give testimony as the matter was settled in their absence. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Preliminary and Procedural Matters

The tenant testified that she sent copies of her documentary evidence to the landlord by registered mail on March 8, 2017. The landlord testified that they did not receive the tenant's documentary evidence. Each of the tenant's documents that were submitted as evidence were read to the landlord. The landlord indicated that they were content to proceed with the hearing notwithstanding the fact that they had not seen the tenant's documents prior to the hearing.

Background and Analysis

A month to month tenancy started on January 1, 2014. The tenant was notified that her rent subsidy was ending effective January 1, 2017. The tenant was advised that she would be required to pay the market rent of \$919.00 effective January 1, 2017 once her subsidy ended. Around the same time, the tenant was also given notice that the market rent would increase to \$953.00 effective January 1, 2017. As of January 1, 2017, the tenant continued to pay rent in the same amount as she had been paying when she qualified for the rent subsidy. The landlord served the tenant with a 10 Day Notice dated March 6, 2017 by posting a copy to the tenant's door. The tenant acknowledged receipt of the 10 Day Notice on March 6, 2017. The landlord testified that the 10 Day Notice was issued on the basis that the tenant did not pay the new market rent amount of \$953.00 when it took effect. The tenant testified that she was confused about the rent amount as she received conflicting information from various sources when she made inquiries.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. The landlord withdraws their 10 Day Notice dated March 6, 2017 and the tenancy will continue.
2. Effective January 1, 2017 the tenant will pay rent in the amount of \$919.00 due on the first day of each month.
3. If the landlord wishes to increase the rent, the landlord will issue a Notice of Rent Increase in accordance with the *Act* giving the tenant at least three months notice of any rent increase.
4. In addition to rent that is due on the first day of each month, the tenant will also pay the landlord rent arrears in the amount of \$864.00. The tenant will make monthly payments for the rent arrears at a rate of \$200.00 per month due on the 20th day of each month starting April 20, 2017. The tenant's last payment for rent arrears will be a payment of \$64.00 due on August 20, 2017.
5. These terms comprise the full and final settlement of all aspects of the dispute for both parties.

The parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The parties acknowledged that they understood and agreed that the above terms settle all aspects of this dispute.

The landlord and tenant are bound by the terms of this agreement, as well as by the terms of the tenancy agreement and the *Act*. Should the landlord or tenant violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the landlord and tenant to take steps under the *Act* to end the tenancy or apply for monetary compensation or other orders under the *Act*.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

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: April 04, 2017

Residential Tenancy Branch