



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for an order to cancel the rent increase served on him for an additional occupant of the rental unit, for the return of the additional rent paid by him and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue(s) to be Decided

Is the landlord entitled to additional rent due to the presence of a new born baby?

Background and Evidence

The tenancy ended on February 01, 2010. The current rent is \$1,534.50 and includes utilities. The tenant's child was born on May 01, 2011. A term of the tenancy agreement requires the tenant to pay an additional \$100.00 for a new tenant effective the date the tenant moved in. The landlord imposed this increase effective June 01, 2011.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Dispute Resolution Officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to pay an additional \$40.00 towards utilities, thereby increasing the current rent to \$1,574.50 per month.
2. The landlord agreed to accept an additional \$40.00 per month towards the cost of utilities for a total monthly rent of \$1,574.50.
3. Both parties agreed that this additional \$40.00 would contribute towards the extra cost of utilities, due to the occupancy of the baby in the rental unit.
4. Both parties agreed that this rate of rent would be effective retroactively from May 15, 2011.
5. Both parties agreed that the tenant would make a onetime deduction of \$220.00 from rent due in October 2011, in full satisfaction of overpaid rent.
6. Effective November 01, 2011 forward, the tenant will pay a monthly rent of \$1,574.50.
7. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, the tenant will pay \$1,354.50 for October and from November 01, 2011 on; will pay rent in the amount of \$1,574.50 on the first of each month.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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 27, 2011.

Residential Tenancy Branch