



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

DRI

Introduction

This hearing dealt with an application by the tenant to dispute the rent increase effective December 01, 2012. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Is the amount of the rent increase in keeping with Legislation?

Background and Evidence

The tenancy began in April 2011. The monthly rent is \$632.00. The rental unit consists of a trailer in a manufactured home park. The tenant shares the unit with a roommate. The rent is received by the landlord directly from Social Services by two cheques in the amounts of \$320.00 and \$312.00 for a total of \$631.00

On March 15, 2012, the landlord served the tenant with a notice regarding the installation of water meters. The landlord promised that if the tenant signed in agreement, there would be no rent increase in 2012.

The tenant filed a copy of this notice that is signed by the tenant and his roommate. The landlord stated that only one of the tenants had signed up. He also stated that the first time he saw a notice with two signatures was when he received the evidence package from the tenant. The water meters were not installed due to insufficient interest on the part of majority of the tenants of the home park.

On August 27, 2012 the landlord served the tenant with a notice of rent increase. The increase was calculated in accordance with the regulation and was to be effective one year after the previous rent increase. The tenant did not agree with the rent increase and therefore did not pay it. On December 03, 2012, the landlord served the tenant with a ten day notice to end tenancy for nonpayment of rent.

During the hearing the above reasons for the notice to end tenancy were discussed at length. 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 Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue. Both parties agreed to the following terms:

1. The tenant agreed to pay a rent increase in the amount of 3.8% of the current rent of \$632.00. Accordingly, the tenant will pay rent in the amount of \$656.01 effective January 01, 2013.
2. The landlord agreed to accept increased rent in the amount of \$656.01 effective January 01, 2013.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
4. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms. The rent increase of 3.8% will be effective January 01, 2013.

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: December 04, 2012.

Residential Tenancy Branch