



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, CNR, MNSD, FF

Introduction

This hearing dealt with an application by the tenant to dispute the rent increases that came into effect in January 2009 and March 2011 and the pet deposits that he paid to the landlord for additional pets. The tenant also disputed a notice to end tenancy for nonpayment of rent and applied for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the amount of the rent increase in keeping with Legislation? Did the landlord accept pet deposits for additional pets? Does the tenant owe rent?

Background and Evidence

The tenancy began in May 2005. The current monthly rent is \$1,975.00. Prior to moving in the tenant paid a security deposit of \$900.00 plus a pet deposit of \$900.00. The tenant testified that upon acquiring two additional pets, he paid the landlord an addition \$1,800.00 for pet deposit. The tenant testified that the landlord increased the rent on January 2009 and March 2011 in amounts that were in excess of amounts approved by legislation. The tenant agreed that he owed rent in the total amount of \$6,030.00. On July 29, 2013 the landlord served the tenant with a notice to end tenancy.

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 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 that he owed the landlord \$6,030.00 in unpaid rent.
2. The landlord agreed that he owed the tenant \$1,800.00 for the excess pet deposit that he had collected from the tenant.
3. The tenant agreed to pay the net amount of \$4,230.00 owing to the landlord, in two installments as follows: \$2,000.00 on or before September 19, 2013 and \$2,230.00 on or before September 30, 2013.
4. The landlord agreed to allow the tenant to sublet to one person only with landlord's approval of the subtenant.
5. The landlord agreed to allow the tenant to retain the two dogs he currently owns.
6. The tenant agreed not to acquire any new pets.
7. 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.
8. 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.

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 12, 2013

Residential Tenancy Branch