



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Fu Yuen Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ARI

Introduction

The Landlord filed an Application for Additional Rent Increase, in which the Landlord applied to increase the rent of this rental unit from \$852.00 to \$980.00.

The Agent for the Landlord stated that the Application for Additional Rent Increase, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were posted on the door of the rental unit on November 04, 2013 or November 04, 2013. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The Tenant stated that documents the Tenant wishes to rely upon as evidence were emailed to the Landlord on February 07, 2014. The Agent for the Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Both parties were represented at the hearing and were given the opportunity to submit relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Should the Landlord be given authorization to increase the rent for this rental unit to \$980.00?

Background and Evidence

After considerable discussion, the Landlord and the Tenant mutually agreed to resolve this dispute under the following terms:

- The rent for 2014 will remain at \$852.00
- The Landlord and the Tenant mutually agree that the rent can be increased to \$1,000.00 on January 01, 2015

- For the purposes of this rent increase, this settlement agreement serves as a written agreement to increase the rent to \$980.00 on January 01, 2015.
- The Landlord will serve the Tenant with a Notice of Rent Increase, in the approved form, before this rent increase can take effect.

Analysis

This dispute has been settled by the parties in accordance with the aforementioned terms.

For the benefit of both parties, I remind the parties that the Landlord must serve the Tenant with a Notice of Rent Increase on, or before, September 30, 2014 if the Landlord wishes the rent increase to take effect on January 01, 2015. The Landlord can serve this Notice of Rent Increase on any date prior to September 30, 2014.

Conclusion

On the basis of the aforementioned settlement agreement, I find that the Landlord has the right to increase the rent to \$980.00, effective January 01, 2015, pursuant to sections 42 and 43(1)(c) of the *Act*.

This decision is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 17, 2014

Residential Tenancy Branch

