



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* to dispute a rent increase. The tenant also applied for a monetary order for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Did the landlord serve a valid notice to increase rent? Is the amount of the rent increase in keeping with Legislation?

Background and Evidence

The tenancy started on January 01, 2012. On January 01, 2015, the parties entered into a new tenancy agreement for a fixed term of five years. The monthly rent is \$1,100.00 paid in two installments of \$550.00 each. The tenant stated that despite the agreed upon rent of \$1,100.00 as per the tenancy agreement, the landlord insisted on an additional \$150.00 per month for other areas occupied by the tenant.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion 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 under the following terms.

- The tenant agreed to move out on or before 1:00 pm on October 15, 2015.
- The landlord agreed to allow the fixed term tenancy to end on or before 1:00 pm on October 15, 2015.
- Both parties agreed that the tenant did not owe rent to the landlord and that the landlord did not owe any overpaid rent to the tenant.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

Conclusion

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

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: October 08, 2015

Residential Tenancy Branch