



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ARI

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an additional rent increase above the allowable amount under the *Residential Tenancy Regulation*, pursuant to section 43.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 64 minutes in order to allow both parties to fully negotiate a settlement of this application.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package and the landlord confirmed receipt of the tenant's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application and the landlord was duly served with the tenant's written evidence package.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the rent for this rental unit will be increased by \$175.00 per month to a total of \$1,760.00 per month beginning on February 1, 2017, for the remainder of this tenancy until it is legally changed in accordance with the *Act*.
2. The landlord agreed to provide the tenant with access to and usage of an extra 5x5 foot storage space at the landlord's own cost;
3. The landlord agreed to allow the tenant to retain his current storage space including the tent in the rental property yard, and share use of the yard with the tenants living in the basement of the rental property, at no extra cost to the tenant;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order that the rent for this rental unit is \$1,760.00 total per month effective on February 1, 2017 for the remainder of this tenancy until it is legally changed in accordance with the *Act*.

I order that the rent of \$1,760.00 total per month includes shared use of the rental property yard, current storage space in the rental property yard, and an extra 5x5 foot storage space provided by the landlord.

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: January 10, 2017

Residential Tenancy Branch