



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RI

Introduction

This hearing convened as a result of Landlord's Application for Dispute Resolution wherein the Landlord requested an additional rent increase pursuant to section 43(3) of the *Residential Tenancy Act* and section 23(1)(a) of the *Residential Tenancy Regulation*.

The hearing was conducted by teleconference on November 2, 2017. Both parties called into the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*.

As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

1. The rent payable by the Tenant, E.G., for the rental unit 1646 shall increase as follows:
 - a. Commencing December 1, 2017 she shall pay the sum of \$1,150.00;
 - b. Commencing April 1, 2018 she shall pay the sum of \$1,300.00; and,
 - c. Commencing September 1, 2018, and continuing thereafter until

increased in accordance with the *Residential Tenancy Act*, she shall pay the sum of \$1,450.00.

2. The rent payable by the Tenants, R.B. and L.B., for the rental unit 1648 shall increase as follows:
 - a. Commencing December 1, 2017 they shall pay the sum of \$1,400.00; and,
 - b. Commencing April 1, 2018, and continuing thereafter until increased in accordance with the *Residential Tenancy Act*, they shall pay the sum of \$1,500.00.
3. Pursuant to sections 43(11)(c) and 63 of the *Residential Tenancy Act*, the parties agree to the above rent increases and further agree that the Landlord is not obligated to serve a formal Notice of Rent Increase on Form #RTB- 16 on the Tenants to effect the increases, provided the increases are to the dollar amounts provided for above.
4. Should the Landlord wish to increase the rent to an amount greater than the amounts set out in paragraphs 1(c) and 2(b) above, the Landlord shall serve a Notice of Rent Increase in compliance with Part 3 of the *Act*.
5. As the first rent increase noted above commences December 1, 2017, the Landlord shall not issue another Notice of Rent Increase which has the effect of increasing the rent payable before December 1, 2018.
6. The Tenants, R.B. and L.B., shall continue to be responsible for general yard maintenance as a condition of their tenancy.

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: November 02, 2017

Residential Tenancy Branch