



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR GP INC / DBA NORTHVIEW APARTMENT REIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, DRI, MNDC, FF

Introduction

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

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

Issues to be decided

Has the tenant established that the landlord has imposed an illegal rent increase? Should the landlord be ordered to comply with the *Residential Tenancy Act*, Regulation or tenancy agreement? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on March 01, 2013 for a fixed term of one year. At the end of the fixed term, the parties entered into another one year fixed term tenancy agreement and continued to do so at the end of each consecutive fixed term. The rents varied from \$1,295.00 to \$1,400.00 for each term.

The most recent tenancy agreement was entered into on March 01, 2017. The agreement was a fixed term agreement for 12 months ending on February 28, 2018. The rent was set at \$1,295.00 payable on the first of each month. The landlord offered the tenant a rent incentive in the amount of \$425.00 per month for the period of the fixed term. The tenancy agreement had a vacate clause.

Effective December 11, 2017, changes to Legislation made the vacate clause unenforceable and the tenant had options to move out with a 30 day notice or continue the tenancy as a month to month tenancy or continue the tenancy for another fixed term. The terms of the fixed term tenancy agreement dated March 01, 2017, would apply if the tenant chose to stay.

During the hearing, the reasons for the tenant's application for dispute resolution, the terms pertaining to rent, the incentive clause 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.

1. The landlord agreed to waive charges for a late payment of rent in the amount of \$25.00 and an NSF charge of \$50.00.
2. The parties agreed to enter into a one year lease at an incentive rent of \$920.00 payable on the first of each month. The lease would be effective March 01, 2018
3. The tenant agreed to pay the landlord rent owed for March 2018 pursuant to the new tenancy agreement, in the amount of \$50.00.
4. Both parties acknowledged that they understood and agreed with the above terms of their agreement.

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

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.

Conclusion

Pursuant to the terms of the above agreement, the tenancy will continue for a fixed term of one year effective March 01, 2018, at an incentive rent rate of \$920.00 per month payable on the first of each month.

Prior to April 01, 2018, the tenant will pay the landlord \$50.00 for rent owed for March 2018.

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: March 28, 2018

Residential Tenancy Branch