



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDC, LRE

Introduction

On February 12, 2018, the Tenant applied for dispute resolution seeking money owed or compensation for damage or loss under the *Residential Tenancy Act* (“the Act”), regulation, or tenancy agreement; to dispute an illegal rent increase; and to suspend or set conditions on the Landlords right to enter the rental unit.

The matter was scheduled as a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Tenant entitled to compensation?
- Did the Tenant receive an illegal rent increase?
- Should the Landlords right to enter the unit be suspended.

Residential Tenancy Branch Policy Guideline #37 Rent Increases is intended to help the parties to an application understand the issues that are likely to be relevant. The Guideline provides:

A tenant's rent cannot be increased unless the tenant has been given proper notice in the approved form at least three months before the increase is to take effect. The tenant's rent can only be increased once every 12 months.

A tenant may agree to, but cannot be required to accept, a rent increase that is greater than the maximum allowable amount unless it is ordered by an arbitrator.

If the tenant agrees to an additional rent increase, that agreement must be in writing. The tenant's written agreement must clearly set out the agreed rent increase (for example, the percentage increase and the amount in dollars) and the tenant's signed agreement to that increase. [my emphasis]

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Tenant stated that the Landlord has been very fair to him and the Tenant agrees to a rent increase greater than the amount permitted by the legislation to be phased in over six months.
2. The parties agree that the rent will increase by \$50.00 per month starting on May 1, 2018. The rent will be \$900.00 per month, an increase of 5.9%.
3. The parties agree that the rent will increase by an additional \$50.00 per month starting on November 1, 2018. The monthly rent will be \$950.00.
4. The Landlord will not raise the rent further until May 1, 2019, and must use the proper Notice of Rent Increase form.
5. The Tenant withdraws his application in full in accordance with this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 19, 2018

Residential Tenancy Branch