



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC

Introduction

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

- an order regarding a disputed additional rent increase pursuant to section 43; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The landlord confirmed that they received a copy of the tenant's dispute resolution hearing package, which the tenant maintained was sent to the landlord by registered mail within three days of her having received the notice of hearing from the Residential Tenancy Branch (the RTB). I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. The landlord testified that no written evidence was attached to the tenant's application. The tenant testified that she sent most of her evidence to the landlord by text messages. As I am not satisfied that the tenant sent written evidence to the landlord in accordance with one of the ways outlined in section 88 of the *Act*, I was unable to consider the tenant's written evidence. The landlord did not submit any written evidence.

Issues(s) to be Decided

Should any orders with respect to the disputed rent increase or alleged contravention of the *Act* be made against the landlord?

Background and Evidence

This tenancy began as a fixed term tenancy in August 2014. Initial monthly rent was set at \$1,050.00, payable in advance by the first of each month. Once the initial fixed term expired, this tenancy converted to a month-to-month tenancy. The current monthly rent is \$1,115.00.

The tenant applied for a monetary award of \$45.12, which was to compensate her for an alleged illegal rent increase the landlord applied in 2016. The tenant maintained that this rent increase was \$3.76 more than it should have been for each month.

The tenant also requested compensation for spoiled food when the two month old refrigerator supplied by the landlord malfunctioned in May 2018. The tenant was seeking reimbursement of \$350.00 for the replacement of food in her refrigerator. The tenant gave undisputed sworn testimony that the landlord had sent her an email on May 28, in which he offered \$100.00 in compensation for the refrigerator problems of May 2018. The landlord gave sworn testimony that he could not recall having sent that email to the tenant.

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 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 resolution of their dispute:

1. The landlord agreed to send the tenant a cheque in the amount of \$145.12 by August 17, 2018.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all issues currently in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of force or coercion.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$145.12, to be used by the tenant only in the event that the landlord does not abide by the monetary terms of their settlement agreement as outlined above. The landlord must be served with this Order as soon as possible after August 17, 2018, only in the event that the tenant has not received the landlord's cheque for \$145.12. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: July 17, 2018

Residential Tenancy Branch