



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SIDDOO KASHMIR HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI

### Introduction

On August 29, 2018, the Tenant applied for a Dispute Resolution proceeding seeking to Dispute a Rent Increase pursuant to Section 41 of the *Residential Tenancy Act* (the “Act”).

The Tenant and Landlord both attended the hearing. All in attendance provided a solemn affirmation.

The Tenant advised that she served the Landlord with the Notice of Hearing package and evidence by registered mail and the Landlord confirmed that he received this. However, both parties agreed that a handwritten letter dated August 19, 2013 was not served on the Landlord. Based on this undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord has been served with the Notice of Hearing and evidence, with the exception of the handwritten letter. This handwritten letter was excluded and not considered when rendering this decision. However, the Tenant was allowed to provide testimony with respect to the contents of this letter.

The Landlord stated that he did not serve any evidence to the Tenant.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Was a rent increase imposed contrary to the *Act*?

### Background and Evidence

All parties agreed that the tenancy originally started on April 1, 2012 with a different person listed as the tenant on the tenancy agreement. Rent was established at \$1,295.00 per month, due on the first day of each month. A security deposit of \$650.00 was paid. The parties agreed that the Tenant assumed the tenancy at some point and continued to pay the rent in full. Submitted into evidence was a letter dated July 31, 2016 where the Tenant and Landlord agreed in writing that the rent would be increased from \$1,309.95 per month to \$1,425.00 per month effective September 1, 2016 and “would remain fixed for a two year period starting September 1, 2016, and ending August 31, 2018.” There was no indication what amount the rent would be established at at the end of this agreement.

The Landlord advised that he served the Tenant a Notice of Rent Increase on August 27, 2018 indicating that rent would be increased by the maximum allowable percentage of 4%, effective on December 1, 2018. The rent was to increase from \$1,425.00 per month to \$1,482.00 per month.

The Tenant advised that it was her opinion that if the Landlord had implemented the proper rent increases every year of her tenancy, her rent for December 1, 2018 should only be \$1,453.00 per month, not \$1,482.00 per month. It was also her belief that the letter that she signed agreeing to the rent increase was not a valid rent increase.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the Act which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Notice of Rent Increase of August 27, 2018 is cancelled and of no force or effect.
2. The new, agreed upon rent increase is established at \$1,453.00 per month, due on December 1, 2018. Rent will be due in this amount on the first of each month going forward until the next rent increase the Landlord implements, provided that it complies with the *Act*.
3. December 1, 2018 will mark the first date of the new rent increase.
4. Rent for September 2018 is \$1,425.00.
5. Rent for October 2018 is \$1,425.00.
6. Rent for November 2018 is \$1,350.00 and will be due on November 1, 2018.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, I hereby order that the Notice of Rent Increase of August 27, 2018 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, this decision will effectively constitute the most current rent increase between the parties.

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: October 18, 2018

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Residential Tenancy Branch