



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OLC, DRI, FF

### **Introduction**

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

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing the tenant informed me that he had moved out on July 31, 2019. Since the tenant has moved out his application to dispute a rent increase and obtain an order directing the landlord to comply with the *Act*, is moot. However, the tenant also informed me that he was seeking a monetary order for the return of rent from an alleged illegal rent increase. The tenant had not made application for a monetary order and stated that he had not applied for one because the staff at the Residential Tenancy Branch office had not given him proper information.

Although the tenant claimed that he did not receive adequate direction from an information officer, I have no information to establish upon what statement of fact by the tenant that that direction was based on. The role of the information officer is to provide information, not advice as to the rights and obligations of landlords and tenants under the legislation. Information officers do not act as advocates and their role is not to dispense specific advice to landlords or to tenants.

Section 59 (3) of the *Residential Tenancy Act* states that a person who makes an application for dispute resolution must give a copy of the application to the other party

within 3 days of making it. The purpose of serving a notice of hearing to the respondent is to notify the person being served of matters relating to arbitration and to provide the person with an opportunity for rebuttal.

In this case, the tenant made application on June 19, 2019 but did not include his application for a monetary order or the amount of the monetary order that he was seeking. Since the landlord was not provided with proper information regarding the tenant's claim, he was denied an opportunity for rebuttal. In addition there was nothing on the tenant's application to inform me of his intention to seek a monetary order.

I explained to the parties that I was unable to process the tenant's monetary claim and provided the parties with two options. One of the options was that I would dismiss the tenant's claim with leave to reapply and his monetary claim would be heard at a future hearing. The other option was for the parties to come to an agreement among themselves and I would assist them in getting there.

The tenant became upset and started belittling the Residential Tenancy Branch staff including myself and the Branch's practices and procedures. The landlord remained calm and eventually the parties chose to settle their dispute.

### **Background and Evidence**

The tenancy started on March 15, 2018 for a fixed term of six months. The landlord stated that the tenant was waiting for his spouse to come to Canada and needed accommodation for a single person for six months and therefore the landlord agreed to rent to the tenant for the fixed term. The landlord stated that the monthly rent was \$750.00 plus utilities, but he offered an incentive to the tenant. The incentive consisted of a monthly rent of \$650.00 which would include utilities, if the tenant paid the rent for the entire term, up front. The landlord stated that the lower rent provided by the incentive was for the period of six months only. The tenant agreed to pay up front and documentation was filed into evidence to support this rental arrangement.

The landlord also stated that at the end of the term he informed the tenant that the rent would go back to the original rent of \$750.00 and the tenant proceeded to pay \$750.00 per month. The tenant stated that he was unaware of the legislated rate of rent increase and his right to dispute a rent increase and therefore he continued to pay rent in the amount of \$750.00 until he moved out on July 31, 2019.

The landlord also added that the accommodation was for a single person, but the tenant's spouse joined him in February 2019, and they continued to occupy the single person accommodation.

The tenant stated that he believed that he had paid \$100.00 more in rent for nine months which the landlord was not entitled to. 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 pay the tenant \$500.00 by September 30, 2019, in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$500.00 in full and final settlement of all claims against the landlord. A monetary order will be granted to the tenant.
3. 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

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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**

I grant the tenant a monetary order of **\$500.00**.

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: August 08, 2019

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Residential Tenancy Branch