



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, RP

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Notice of Rent Increase and to have the landlord make repairs to the rental unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

### Issues to be Decided

Should the Notice of Rent Increase be cancelled?

Should the landlord be ordered to make repairs to the unit?

### Background and Evidence

The tenancy began in September 2001. Current rent in the amount of \$806.00 was payable on the first of each month. A security deposit of \$250.00 was paid by the tenant.

The tenant testified that they received a rent increase. The tenant stated that the landlord should not be entitled to a rent increase as they have not done repairs to the building. Filed in evidence is a copy of the Notice of Rent Increase.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

### **Amount of rent increase**

- 43** (1) A landlord may impose a rent increase only up to the amount
- (a) calculated in accordance with the regulations,
  - (b) ordered by the director on an application under subsection (3), or
  - (c) agreed to by the tenant in writing.

(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

In this case, the landlord imposed a rent increase in accordance with the Act and regulations. I find the tenant is not entitled to make an application to dispute the imposed rent increase. Therefore, I dismiss this portion of the tenant's application.

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

- 1) The landlord's agent agreed to call a pest control company today to attend the tenant's rental unit as soon as they are available to inspect the rental unit and if necessary treat the unit for cockroaches;
- 2) The parties agreed that the landlord's agent will notify the tenant when the pest control company is expected to attend, 24 hours notice is not required; and
- 3) The landlord's agent agreed to attend with the pest control company on the next monthly inspection to ensure the pest control company is properly detecting and monitoring, and if necessary treat the premise.

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

### Conclusion

The tenant's application to cancel a Notice of Rent Increase is dismissed.

The parties agreed to settle the issue of repairs.

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: September 19, 2019

---

Residential Tenancy Branch