



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, CNL, LRE, AAT, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*. The tenant applied to dispute the rent increase, to cancel the notice to end tenancy, to obtain two parking spots, to set conditions on the landlord's right to enter the rental unit 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 and were accompanied by their agents. As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that he had not filed any of his own. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Is the tenant entitled to the order that he has applied for? Did the landlord serve the tenant with a valid notice to end tenancy? Is the tenant entitled to the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started on February 01, 2015 at a monthly rent of \$900.00. The current rent is \$1,300.00. The reasons for the increase were discussed. The landlord agreed that the notice to end tenancy was verbal. During the hearing 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. Both parties agreed to the following terms:

1. The landlord agreed to lower the rent to \$1,200.00 effective August 01, 2020. The landlord agreed that the next rent increase will be effective not earlier than August 01, 2021 and will comply with sections 42 and 43 of the *Residential Tenancy Act*.
2. The landlord agreed to allow the tenant the use of two parking spots on the driveway as per a term in the tenancy agreement.
3. The landlord agreed to provide at least 24 hours written notice prior to entering the rental unit and comply with section 29 of the *Residential Tenancy Act*.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Since the tenant is successful in his application, I award the tenant the filing fee of \$100.00. The tenant may make a one-time deduction of \$100.00 from a future rent.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *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

The tenant may make a one-time deduction of \$100.00 from a future rent. Effective August 01, 2020, the rent will be \$1,200.00.

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: July 17, 2020

Residential Tenancy Branch