



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRT, DRI, OLC

### Introduction

On March 23, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to dispute a rent increase pursuant to Section 41 of the *Act*, and seeking an Order to comply pursuant to Section 62 of the *Act*.

The Tenant attended the hearing. The Landlord attended the hearing as well, with C.C. attending as an agent for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Tenant advised that the Notice of Hearing and evidence package was served to the Landlord by registered mail on or around March 24, 2021, and the Landlord confirmed that he received this package. Based on the undisputed, solemnly affirmed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was duly served the Notice of Hearing and evidence package. As such, I have accepted all of this evidence and will consider it when rendering this Decision.

The Landlord advised that he did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral 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

- Is the Tenant entitled to a Monetary Order for compensation?
- Is the Tenant entitled to an Order to comply?
- Was an illegal rent increase implemented?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on April 1, 2018. Rent was established originally at an amount of \$2,500.00 per month; however, there was some dispute over how rent became \$2,800.00 currently. However, rent was due on the first day of each month. A security deposit of \$1,250.00 was also paid. A copy of the signed tenancy agreement was not submitted as documentary evidence for consideration.

Submissions were made by the parties with respect to some of the issues in this Application; however, the parties decided to engage in settlement discussions.

### 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 reached the following full and final settlement agreement during the hearing:

1. The Tenant remains in possession of the rental unit but must give up vacant possession of the rental unit on **August 14, 2021 at 1:00 PM**. The parties did not discuss how much rent should be owed from August 1, 2021 to August 14, 2021.
2. In March 2019, the Tenant paid **\$1,330.00** for an emergency repair and deducted that amount from April 2019 rent. The Landlord accepted this amount as the cost

of the emergency repair, and he will not make a claim against the Tenant to attempt to recover it.

3. The parties could not settle the dispute over the rent increase issue. As such, they agreed that this issue would be severed and potentially addressed in a future Dispute Resolution hearing.
4. If condition 1 is breached, the Landlord is granted an Order of Possession that will be effective after service of the Order on the Tenant.

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 they understood the binding nature of the settlement of these disputes.

### Conclusion

The parties reached a full and final settlement agreement in resolution of these disputes. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, based on the above, the Landlord is granted a conditional Order of Possession effective on **August 14, 2021 at 1:00 PM** after service of the Order on the Tenant if the Tenant fails to comply with condition 1 of this settlement agreement. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 8, 2021

---

Residential Tenancy Branch