



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order regarding a disputed additional rent increase of \$25.00, pursuant to section 43;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 28 minutes.

The hearing began at 11:00 a.m. with me and the tenant present. The landlord called in late at 11:03 a.m. No evidence was discussed with the tenant in the landlord's absence. The hearing ended at 11:28 a.m.

The landlord confirmed that he owns the rental unit. He confirmed his name, spelling, and the rental unit address. He provided an email address for me to send a copy of this decision to him after the hearing.

The tenant confirmed his name and spelling. He provided an email address for me to send a copy of this decision to him after the hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes and potential outcomes and consequences, to both parties. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the landlord's first name. The tenant used the landlord's nickname, rather than his legal name. The landlord confirmed his legal first name during this hearing. Both parties consented to this amendment during this hearing.

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the tenant will pay the landlord rent of \$740.00 total per month, effective January 1, 2022, for this rental unit and tenancy, until the rent is legally changed in accordance with the *Act*;

2. The landlord agreed that the tenant is entitled to a rent reduction of \$60.00 total, for February 2022 rent, which includes \$10.00 for an overpayment of rent in January 2022, and \$50.00 which is half the filing fee paid for this application;
3. The landlord agreed that the tenant is required to pay the landlord February 2022 rent of \$680.00 total, by February 1, 2022;
4. The tenant agreed to bear the cost of \$50.00, which is half the filing fee paid for this application;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 28-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

Conclusion

I order both parties to comply with all of the above settlement terms.

I order that the rent payable by the tenant to the landlord, for this rental unit and tenancy, is \$740.00 total per month, effective January 1, 2022, until the rent is legally changed in accordance with the *Act*.

I order that the tenant is required to pay the landlord reduced February 2022 rent of \$680.00 total, by February 1, 2022.

The tenant must bear the cost of \$50.00, which is half the filing fee paid for this application.

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: January 07, 2022

Residential Tenancy Branch