



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding TRAFALGAR MANAGEMENT
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, OLC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) filed by the Tenant under the *Residential Tenancy Act* (the Act) on October 31, 2022, seeking:

- An order for the Landlord to comply with the Act, regulation and/or tenancy agreement;
- To dispute a Notice of Rent Increase (NORI); and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 AM on March 10, 2023, and was attended by the Tenant and the agent for the Landlord S.S. (Agent). All parties provided affirmed testimony. As the Agent acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP) on behalf of the Landlord and raised no concerns with regards to the service date or method, I found they were sufficiently served for the purposes of the Act and the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), and the hearing therefore proceeded as scheduled.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that personal recordings of the proceeding were prohibited and confirmed that they were not recording the proceedings.

Preliminary Matters

I advised the parties that the name shown for the Landlord in the written tenancy agreement before me was not the same as the name shown for the Landlord in the Application. The parties agreed that the name shown on the tenancy agreement is correct, and that the name listed in the Application is the name of the Landlord's agent, a property management company. By agreement with the parties, the Application was amended to properly name the Landlord.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Order(s). During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Tenant will be permitted to view all vacant and available bachelor suites in the building as soon as possible and not later than 30 days after the date of this hearing, and may choose one of these suites to move into.
2. The parties agree that the Tenant may begin occupying the newly chosen suite on May 1, 2023, and that they must vacate all other suites in the building at that time.
3. The parties agree that if none of the vacant and available bachelor suites viewed by the Tenant are considered by the Tenant to be comparable in size, layout, and functionality to their original suite (W206), and therefore the Tenant does not wish to vacate their current temporary unit (W103), and the parties cannot reach mutual resolution amongst themselves, they may seek dispute resolution from the Residential Tenancy Branch by filing an Application for Dispute Resolution.
4. The parties agree that the Tenant is entitled to moving costs in the amount of \$200.00 for the cost of moving from unit W206 to unit W103, and that the Tenant may therefore deduct this amount from the next months rent.
5. The parties agree that the Landlord will reimburse the Tenant, by way of a one-time rent reduction, for moving costs incurred to move into the newly chosen rental unit, up to an amount of \$650.00, provided the Tenant gives the Landlord a proper invoice for these costs.
6. The Tenant agrees to act reasonably when selecting a moving company to keep moving costs as low as reasonably possible.

7. The parties agree that the Notice of Rent Increase served on the Tenant, in the proper form, increasing the rent from \$1,000.00 to \$1,020.00 will take affect May 1, 2023.

This settlement agreement was reached in accordance with section 63 of the Act, and I therefore decline to grant the Tenant recovery of the \$100.00 filing fee.

Conclusion

I order the parties to comply with the terms of the above noted mutual settlement agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 15, 2023

Residential Tenancy Branch