



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      **DRI OLC FFT**

### Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act"). The Tenant seeks:

- an order regarding a disputed rent increase pursuant to section 43;
- an order for the Landlord to comply with the Act, the *Residential Tenancy Regulation* (the "Regulation") and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

The Landlord, the Landlord's interpreter and the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* ("RoP"). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence (collectively the "NDRP Package") on the Landlord by registered mail on December 15, 2022. The Landlord admitted she received the NDRP Package. As such, I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

### Preliminary Matter – Removal of an Applicant from Application

At the outset of the hearing, I noted the tenancy agreement only stated the Landlord and Tenant were parties to the tenancy agreement, but the Application named another person ("DB") as a tenant. The Tenant stated there had been a verbal discussion to add DB as a tenant to the tenancy agreement. However, both the Landlord and Tenant agreed there was no amendment to the tenancy agreement to add DB as a tenant.

When I asked, the Tenant did not request an amendment to the Application to remove DB. When I asked, the Landlord requested that I amend the Application to remove DB.

Rule 4.2 of the RoP states:

#### **4.2 Amending an application at the hearing**

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

As the Landlord's request could reasonably be anticipated by the Tenant, I order the Application to be amended to remove DB as a tenant.

As I noted at the hearing, the tenancy agreement does not contain any provisions that restrict the Tenant from having additional occupants in the rental unit nor does it require the Tenant to pay additional rent for additional occupants who may stay in the rental unit with the Tenant. As such, although DB has been removed from the Application as an applicant on the basis that he is not a named tenant in the tenancy agreement, this does not affect the Tenant's right to allow DB to occupy the rental unit with her.

#### **Settlement of Tenant's Claims**

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenant agrees the Landlord may retain \$800.00 that she overpaid for rent for the months of June and July 2022;
2. The Landlord agrees she will only increase the rent in accordance with the provisions of the Act and Regulations; and
3. The Landlord agrees to Tenant may deduct \$100.00 from the next months' rent in order to reimburse the Tenant for the filing fee of the Application. The Landlord may not serve the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent when this deduction is made from the rent by the Tenant.

These particulars comprise the full and final settlement of all claims made by the Tenant in the Application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

***It is recommended that the Landlord refer to the website for the Residential Tenancy Branch, at the web address set out below, to obtain information on the proper procedures for giving the Tenant a rent increase. Alternatively, the Landlord may call the Contact Centre of the Residential Tenancy Branch, at one of the phone numbers set out below, for information on the property procedures for giving the Tenant a rent increase.***

#### Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the 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: April 21, 2023

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Residential Tenancy Branch