



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding MONTEGO APTS. LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **DRI**

### Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for An order to dispute a rent increase above the amount allowable under the Act pursuant to section 41.

Both the tenant and the landlord attended the hearing. The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure (“Rules”) and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act. Each party was administered an affirmation to tell the truth and they both confirmed that they were not recording the hearing.

### Preliminary Issue

The landlord acknowledged service of the tenant’s Notice of Dispute Resolution Proceedings however denied receiving any of the tenant’s evidence. I advised the landlord that the only relevant evidence I needed was a copy of the notice of rent increase that the landlord acknowledged having in his possession. A copy of a text message would not be referred to as evidence to in this decision.

The landlord stated that his evidence is not relevant to this hearing as it pertained to a hearing that had been scheduled the day prior. As such, the landlord’s evidence was not referred to in this decision, either.

### Settlement Reached

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 or an order. During the

hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute with the following terms:

**Effective June 1, 2023, the tenant's monthly rent of \$1,350.00 is raised by 2% (\$27.00) to \$1,377.00 per month.**

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

#### Conclusion

The terms of settlement as agreed to by the parties is recorded above pursuant to section 63 of the Act.

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: May 30, 2023

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Residential Tenancy Branch