



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STRATHMORE LODGE APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, PSF, RR, FF

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the following issues: for the Landlord to comply with the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; for the landlord to provide services or facilities required by law or the tenancy agreement; to allow the tenant to reduce rent for repairs, services, facilities agreed upon but not provided; and, to recover the filing fee from the Landlord.

The Tenant and the property manager acting for the corporate respondent Landlord appeared for the hearing and provided affirmed testimony. No issues were raised by the parties in relation to the service of the Application, the Notice of Hearing documents, and the parties’ documentary evidence prior to this hearing. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Section 63 of the Act allows an arbitrator to 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. As a result, after the parties had finished providing their evidence in relation to the issues above, I offered the parties an opportunity to settle the dispute by way of mutual agreement. The property manager indicated that she did not have authorization to make any agreement with the Tenant in this hearing. Therefore, I allowed the property manager an opportunity to consult with an agent of the Landlord who did have such authority. As a result, the agent of the Landlord dialed into the hearing and he engaged into a discussion with the Tenant on potentially settling the matter by way of mutual agreement. The Landlord’s agent was informed that any agreement he were to make in this hearing would only apply to this tenancy and the outcome could not be automatically extrapolated to apply to any other disputes relating to other rental units. After some negotiations, the parties agreed to settle the matter by way of mutual agreement as follows.

Settlement Agreement

The parties agreed that the Tenant's current rent amount of \$885.00 which took effect on November 1, 2016 is to be reduced to \$860.00. The Tenant agreed to allow this reduced amount to take effect on December 1, 2016 and, in the interest of good faith, waived his right to a retroactive rent reduction in the interim time period the dispute had started. The Landlord's agent was agreeable to this new rent amount. The parties agreed that this agreement was being made in confidence. However, the Landlord's agent was informed of Section 64(2) of the Act which states that an arbitrator must make each decision on the merits of the case as disclosed by the evidence admitted and is not bound to follow other decisions made by other arbitrators.

Based on the foregoing, the parties are informed that the Landlord may not impose a legal allowable rent increase until November 1, 2017. I noted in the hearing that the parties had unsuccessfully made attempts to reach mutual resolution after the Tenant had made the Application. I also noted that the Tenant had requested the Landlord to resolve the issue prior to making the Application. Therefore, I find the Tenant is entitled to the filing fee of \$100.00 as he had to bring this Application before arbitration which subsequently resulted in resolution. Pursuant to Section 72(2) (a) of the Act, the Tenant is able to achieve this amount from the Landlord by making this deduction from December 2016 rent.

Accordingly, the Tenant will pay \$760.00 on December 1, 2016 and \$860.00 thereafter until such time the rent amount is increased pursuant to the Act. This agreement was made in full satisfaction of the Tenant's Application and the parties confirmed their voluntary agreement and understanding of this outcome during and at the conclusion of the hearing. This file is now closed. 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: November 02, 2016

Residential Tenancy Branch