



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, RR, PSF, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant July 01, 2022 (the "Application"). The Tenant applied as follows:

- To dispute a rent increase that is above the amount allowed by law
- To reduce rent for repairs, services or facilities agreed upon but not provided
- For an order that the Landlord provide services or facilities required by the tenancy agreement or law
- To recover the filing fee

The Tenant appeared at the hearing. The Landlord appeared at the hearing with their son-in-law, P.S., to assist. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

Service

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

P.S. confirmed receipt of the hearing package and Tenant's evidence and confirmed there are no issues with service.

The Tenant testified that they did not receive the Landlord's evidence. P.S. advised that the Landlord's evidence was not served on the Tenant. I told the parties I found the Landlord did not comply with the Rules in relation to service of evidence. I heard the

parties on whether the evidence should be admitted or excluded pursuant to rule 3.17 of the Rules. I excluded the evidence, other than the tenancy agreement, because I found it would be unfair to consider it when the Tenant did not know what was before me and could not address it.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I note that I told the Tenant at the outset of the hearing that I can only consider the issues stated in the Application. During the hearing, we went through each issue stated in the Application.

Issues to be Decided

1. Has the Landlord imposed a rent increase that is above the amount allowed by law?
2. Is the Tenant entitled to reduce rent for repairs, services or facilities agreed upon but not provided?
3. Is the Tenant entitled to an order that the Landlord provide services or facilities required by the tenancy agreement or law?
4. Is the Tenant entitled to recover the filing fee?

Background and Evidence

The Landlord submitted a written tenancy agreement between the parties and the parties agreed it is accurate. The tenancy agreement started November 01, 2019. Rent in the agreement is \$800.00 per month due on the first day of each month.

1. Has the Landlord imposed a rent increase that is above the amount allowed by law?

On the Application, the Tenant sought \$36.00 and disputed an illegal rent increase. The Tenant testified that the Landlord asked in March for a rent increase of \$100.00 to start in April and the Tenant did not agree to this. The Tenant testified that they did pay the Landlord a \$12.00 rent increase, the allowable amount for the year. At first, the Tenant said they are seeking the \$12.00 they have paid to the Landlord back. However, when questioned further about what the Tenant was seeking back, the Tenant said they are not seeking the \$12.00 back and are fine with the \$12.00 rent increase moving forward.

The Tenant withdrew their request to receive the \$12.00 rent increase paid back and agreed to the \$12.00 rent increase moving forward until such time as the rent is legally increased.

The Landlord acknowledged they cannot require the Tenant to pay a rent increase of \$100.00 and said they simply asked the Tenant if the Tenant was willing to pay this.

2. *Is the Tenant entitled to reduce rent for repairs, services or facilities agreed upon but not provided?*

3. *Is the Tenant entitled to an order that the Landlord provide services or facilities required by the tenancy agreement or law?*

4. *Is the Tenant entitled to recover the filing fee?*

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine. If they chose to discuss settlement and came to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties came to a settlement agreement about the above issues.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they are agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant can use their portable clothes washer and clothes dryer in the rental unit under the following conditions:

- a. The washer and dryer are used for normal use.
 - b. The Tenant ensures there is reasonable access to the washer and dryer while they are in use.
2. The Tenant withdraws their request to reduce rent for repairs, services or facilities agreed upon but not provided.
 3. The Tenant withdraws their request to recover the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute in relation to the issues noted.

Analysis

The request to dispute a rent increase that is above the amount allowed by law is withdrawn by the Tenant.

The requests to reduce rent for repairs, services or facilities agreed upon but not provided, for an order that the Landlord provide services or facilities required by the tenancy agreement or law and to recover the filing fee are dealt with by way of the settlement agreement set out above.

Conclusion

The request to dispute a rent increase that is above the amount allowed by law is withdrawn by the Tenant.

The requests to reduce rent for repairs, services or facilities agreed upon but not provided, for an order that the Landlord provide services or facilities required by the tenancy agreement or law and to recover the filing fee are dealt with by way of settlement.

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 21, 2022

Residential Tenancy Branch