



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes DRI, PSF, FF

Introduction

This hearing was scheduled to hear the tenant's application to dispute an additional rent increase, orders for the landlords to provide services or facilities required by law, and to recover the filing fee from the landlords. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the other parties' submissions.

The parties agreed that they had met last week in an attempt to resolve some of their differences and that they had done so with the exception of the anniversary date of the tenancy for purposes of imposing a rent increase. The tenant also withdrew her request to recover the filing fee from the landlords.

The hearing proceeded with the limited scope of determining the anniversary date of the tenancy.

Issues(s) to be Decided

1. What is the anniversary date of the tenancy agreement?
2. Mutual agreement between the parties.

Background and Evidence

Upon hearing testimony of both parties, I make the following findings. The tenant has occupied the rental unit since December 2006 and the tenant was paying rent of \$550.00. In August 2008 the former landlord and tenant signed a new tenancy agreement reflecting rent of \$750.00 per month for a tenancy commencing September 1, 2008. In purchasing the rental property the current landlords were provided a copy of the tenancy agreement signed in August 2008. On November 1, 2008 the current landlords took possession of the property from the former owners and began receiving rent of \$750.00 per month from the tenant. In January 2009 the tenant and landlords signed another tenancy agreement, largely reflecting the same information as the tenancy agreement signed in August 2008. In May 2009 the landlords issued a Notice of Rent Increase to increase the rent \$25.00 effective September 1, 2009.

The tenant disputed the rent increase on the basis that the tenancy agreement signed in August 2008 with her former landlords was amended to reflect rent of \$600.00 per

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month until the new owners took possession. The landlords asserts that they had not been presented with the amended tenancy agreement until just last week.

During the hearing a mutual agreement between the parties was facilitated. The parties agreed that:

1. The tenant would continue to pay rent of \$750.00 per month for August and September 2009.
2. Before October 1, 2009 the parties will enter into a new tenancy agreement effective October 1, 2009 to reflect rent of \$775.00 per month thereby establishing an anniversary date of October 1, 2009 for future rent increases.
3. The parties will conduct an inspection of the rental unit, and the landlords will prepare a move-in inspection report, before October 1, 2009 to establish the condition of the rental unit. The parties acknowledged that this inspection will be done even though the rental unit is not vacant.

Analysis

I accept the mutual resolution reached between the parties and order that it be binding upon both parties. As the parties were informed during the hearing, the parties are at liberty to change or amend other terms of the new tenancy agreement provided both parties agree to the terms. Terms cannot be imposed upon either party under an agreement. The landlords are also responsible for ensuring the terms are clear and understandable and do not violate the requirements of the Act. Finally, the parties have been made aware that entering into a new tenancy agreement replaces the terms in a former agreement.

With respect to the move-in inspection, the parties must agree on a mutually agreeable date and time to perform the inspection.

As information for both parties, I have enclosed a copy of *A Guide for Landlords and Tenants in British Columbia* with a copy of each decision.

Conclusion

The parties have reached a mutual resolution to their dispute, as outlined above, which I have made binding upon both parties.



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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: July 21, 2009.

Dispute Resolution Officer