

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$5,950.00 plus interest, and a request of the respondent bear the \$50.00 cost of the filing fee

Background and Evidence

The applicant testified that:

- The rental property was advertised at \$1200.00 per month.
- When they signed the tenancy agreement they agreed to pay \$1300.00 per month, because the landlord stated that if they wanted to have a dog in the rental unit he wanted more rent.
- Then later in November of 2010 they wanted to get another dog and at that time they agreed to pay another \$100.00 per month so that they could have a second dog.

The applicants therefore believes that the rent should only have been at \$1200.00 per month and therefore they have overpaid the rent by \$3400.00 for the first dog and \$2800.00 for the second dog, for a total of \$6,200.00

Analysis

Both the landlords and the tenants agreed to that the rent for this rental unit would be set at \$1300.00, and that is the amount that is on the tenancy agreement. Therefore even though the newspaper ad stated \$1200.00 per month, if the parties agreed to a higher amount they are all bound by that agreement and therefore this is not an illegal rent increase.

The tenant testified that she also agreed to the second increase of \$100.00 per month bringing the rent to \$1400.00 per month, and therefore again, since this was a mutual agreement, it is my decision that this is not an illegal rent increase.

The tenants has also filed application for return of the security deposit, however at the hearing the tenant testified that she has agreed to allow the landlord to keep the full security deposit towards outstanding rent.

Conclusion

This application is dismissed in full without leave to reapply

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: June 23, 2010.

Dispute Resolution Officer