



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      DRI, AAT, RR

### Introduction

This matter dealt with an application by the Tenant to dispute a rent increase, to allow access to the unit and to reduce the rent for repairs, services or facilities agreed upon but not provided.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 16, 2010. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Has the rent been increased and if so how much?
2. If the rent increase in accordance with the Act and is the Landlord entitled to it?
3. Is the Tenant entitled to access to the rental unit?
4. Is the Tenant entitled to a rent reduction for repairs, services or facilities agreed upon but not provided?

### Background and Evidence

This tenancy started on July 7, 2010 as a month to month tenancy. The Tenant said the rent is \$1,800.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Landlord said the rent is \$1,900.00 per month payable in advance of the 1<sup>st</sup> day of the month. The Tenant said she paid a partial security deposit of \$1,350.00 on July 1, 2010 on two rental units. She said the security deposit on one unit was \$900.00 and on the other unit it was \$1,250.00.

The Tenant said she moved out of the unit on August 30, 2010 and is now living in Korea. As a result the Tenant said she withdraws the application for access to the rental unit and the rent reduction for repairs, services and facilities agreed upon but not provided. She said she is disputing the rent increase of \$100.00 that she said the Landlord made in August, 2010. The Tenant said that she rented two units from the Landlord, but has only made an application on the rental unit listed above. The Tenant said that she agreed verbally to a month to month tenancy on the rental unit for \$1,800.00 per month. The Tenant continued to say that in the first week of August the Landlord told her the rent was now \$1,900.00. The Tenant said this was a \$100.00 rent

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increase with no written notice and without the proper 3 month notice. She indicated that this was wrong. In conclusion the Tenant said there is no written tenancy agreement.

The Landlord said that he had made short term tenancy agreement with the Tenant in the past for people that she knows and is helping. He said that the arrangement in the past has been that he would pay the Tenant \$100.00 per month for each unit rented to people she referred to him as a referral fee. In this situation when the Landlord learned the Tenant was using the rental unit herself he said the referral fee was not in effect and the rent was \$1,900.00. The Landlord said that \$1,900.00 is the market rent for the unit.

When asked about the previous arrangement for \$100.00 per unit /month for each referral to the Landlord, the Tenant said she knew nothing about it, but her husband might know about it. The Landlord strongly disagreed with this saying that he had made previous agreements with the Tenant.

The Landlord continued to say that the Tenant has not paid the August rent of \$1,900.00.

## Analysis

Section 12 (b) says the standard terms are terms of every tenancy agreement whether or not the tenancy agreement is in writing.

When the partial security deposit of \$1,350.00 was paid on July 1, 2010 a verbal tenancy was established between the Landlord and the Tenant. There is contradictory evidence whether the rental amount was established at \$1,900.00 less \$100.00 for a referral fee or if the rent was set at \$1,800.00. Given that there were previous agreements with a rental of \$1,900.00 and a \$100.00 referral fee paid to the Tenant when the unit was occupied by people she referred, I find that the Landlord has shown grounds to prove the rental was \$1,900.00 and the Tenant has not established grounds that the rent was \$1,800.00 when she rented the unit herself. In the absence of any written documentation I find for the Landlord, the rent was \$1,900.00 and I dismiss the Tenant's application to dispute a rent increase as there was no rent increase.



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## Conclusion

The Tenant's application is dismissed 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*.

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