

DECISION

Dispute Codes OLC, DRI

Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a Notice of Rent Increase. Both parties participated in the conference call hearing.

Issues to be Decided

Is the tenant entitled to have the Notice of Rent Increase cancelled?

Background and Evidence

The tenancy began on or about 22 years ago but neither party was able to specify the date. Rent in the amount of \$729.64 is payable in advance on the first day of each month. Both parties agree that the tenant and landlord signed a Notice of Rent Increase on June 13, 2011 and that the rent would be increased \$120.36 a month for a new rate of \$850.00 per month commencing October 1, 2011.

The tenant testified to the following; the landlord would only conduct some plumbing repairs only after she signed the agreement for a rent increase, says the landlord was threatening in his manner and she felt intimidated.

The landlord testified to the following; there were several different scenarios that involved repairs and rent increases that were given as an option to the tenant because of her "lower than market rent", disputes that he was in any way harassing, and that he asked the tenant on two occasions if she was sure that she wanted to sign and agree to the Notice of Rent Increase.

Analysis

As explained to the parties at the outset of the hearing the onus or burden of proof is on the party making the claim, in this case the tenant. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. The tenant was unable to satisfy me or provide me any proof of any such harassment or intimidation that she alleged. She entered into a signed agreement knowingly and willfully.

Conclusion

The tenant's application is dismissed.

The Notice of Rent Increase dated June 13, 2011 remains in full effect and force.

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: August 17, 2011.

Residential Tenancy Branch