



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, DRI, MNDC

### Introduction

Some documentary 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.

### Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the dispute of rent increases and request for a return of alleged overpayments and I dismiss the remaining claims, with liberty to re-apply.

### Background and Evidence

The applicant testified that:

- She rented this suite in 2006 and at that time the rent was set at \$800.00 per month.
- In January of 2008 the landlord raised the rent to \$850.00 per month, which is more than the amount allowed under the Residential Tenancy Act.
- Then in January of 2010 the landlord again raised the rent by \$50.00 to \$900.00 per month, which is again more than the amount allowed under the Residential Tenancy Act.
- Then in February 2011 landlord raised the rent a third time to \$975.00 per month.
- None of the rent increases were given in the proper form, nor was she given the proper three months notice of rent increase.
- She is therefore requesting a refund of all the rent she paid that exceeded the amount that the landlord could legally have raised the rent. By her calculations she should be refunded \$1952.09.

The respondent testified that:

- He did rent the unit to the tenant \$800.00 per month in September of 2006.
- The tenant later requested permission to have her mother move into the rental unit and requested more space and therefore he agreed to supply an extra room that he had previously been using for his own storage if the tenant agreed to pay an extra \$100.00 per month.
- The tenant willingly agreed to an increase of \$100.00 per month for the extra space however because she was having financial difficulty she asked to only pay \$50.00 per month extra until she was more financially stable.

- He felt like he had no choice as the tenant had little money and therefore he accepted \$50.00 per month extra until 2010 and at that time the tenant agreed to pay the full \$100.00 per month originally agreed on.
- In 2011 the tenant wanted to start a cooking business in the rental unit however as this would use extra electricity he told the tenant that he did not want her to do so. The tenant offered to pay an extra amount to cover the electricity and therefore he agreed and the rent was raised to \$975.00 per month.
- He has not given any illegal rent increases; every increase in rent was for extra space or services.
- He actually had given the tenant a decrease in rent over the extra \$100.00 she had agreed to pay for the extra space for her mother, allowing her to only pay \$50.00 per month extra for the first two years.

In response to the landlord's testimony the tenant testified that:

- Her mother was living with her right from the beginning and she was not given any extra space for the increase in rent.
- There was a room that had some belongings in it that the landlord moved to the garage, but these were just items that had been left behind by the previous tenant and were not the landlords belongings.
- She is running a business out of the rental unit, however it's is not very often and she only cooks every once in awhile. She did not agree to pay extra rent for extra electricity use, as she is using very little electricity.

### Analysis

It is my finding that the tenant has not shown that the landlord has given her any illegal rent increases.

I accept the landlords claim that the tenant was given extra space in exchange for paying \$100.00 extra in rent. The tenant has admitted that one of the rooms did have some items in it when she moved into the rental unit that the landlord later moved to the

garage and although the tenant claims that she already rented that room and did not agree to pay more I find the landlord's version of events to be more likely.

Secondly the tenant has admitted that she is running a business out of the rental unit, and although she claims she did not agree to pay more rent for increased electrical services, I find it likely that she did. I find it very unlikely that the landlord would have agreed to allow the tenant to run a cooking business from the rental unit had she not agreed to an increase in rent to cover extra utilities.

### Conclusion

The tenant's 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: October 26, 2011.

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Residential Tenancy Branch