



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDC, FF

Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase, money owed or compensation due to damage or loss cause and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

A 3 month fixed term tenancy began July 9, 2010 with monthly rent of \$600.00. On November 1, 2010 a new, month to month tenancy was entered into by the parties with monthly rent of \$750.00 and a caretaker's allowance of \$150.00; the tenant paid a \$300.00 security deposit.

The tenant testified that in November 2011 the landlord gave the tenant an illegal rent increase and raised the tenant's rent from \$450.00 to \$600.00. The tenant stated that the July 2010 tenancy agreement notes the rent as \$600.00 and the tenant was to have a \$150.00 rent reduction as he was the building caretaker. The tenant stated that he had signed the November 2010 tenancy agreement under duress and maintained that the July 2010 tenancy agreement was the valid agreement and not the November 2010 tenancy agreement. The tenant acknowledged that he has only paid \$450.00 per month rent since he notified the landlord of the illegal rent increase on May 2, 2012.

The tenant also stated that the landlord did not initial item D on the July 2010 tenancy agreement therefore the tenant believes that he does not have to vacate the rental unit as his tenancy has continued on a month to month basis. The tenant did acknowledge that a new, month to month tenancy agreement was signed by the tenant and landlord on November 1, 2010.

The landlord testified that during a review of all tenancy agreements it was discovered that the tenant had not been paying the appropriate amount of monthly rent due to an error on the part of the landlord. The landlord then on November 22, 2011, notified the tenant in writing about the error and advised the tenant that he would not be responsible for the back rent and that his rent would be \$600.00 per month as noted on the signed tenancy agreement. The monthly rent is noted on the tenancy agreement as \$750.00 with a \$150.00 deduction for the tenant's role as caretaker.

The landlord also stated that the tenant was very aware of what he was signing when the November 2010 tenancy agreement was provided to him as the landlord and caretaker as a matter of course, typically wrote 3 month fixed term tenancy agreements prior to entering into month to month tenancy agreements to better manage the building.

Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant does not have grounds on which to dispute an additional rent increase. A new tenancy agreement was entered into therefore notice per the Act for an additional rent increase was not and is not required.

The tenant and landlord entered into a tenancy agreement on November 1, 2010 and this tenancy agreement clearly notes the rent as \$750.00 per month with a \$150.00 per month deduction for duties as the building caretaker. The landlord exercised their right to enforce the terms of the written tenancy agreement when they gave the tenant written notice regarding the error in the amount of the rent that the tenant had been paying in. Therefore as the tenant's rent was to be \$600.00 per month and not \$450.00 per month as the tenant was paying, this is not an additional rent increase.

In regards to the tenant disputing the terms of the tenancy agreement and that the tenancy may continue as the landlord did not sign 'D' of the July 9, 2010 tenancy agreement, **the July 9, 2010 tenancy agreement was no longer valid once the tenant and landlord entered into and signed the new tenancy agreement dated November 1, 2010.** This point however makes no difference to the tenant's claim as the tenancy was a month to month tenancy under the new tenancy agreement.

The tenant acknowledged that he has for the past few months, paid \$450.00 and not \$600.00 per month rent. The tenant is required to pay all of the \$600.00 per month rent to the landlord in full or risk being served a 10 day notice to end tenancy for unpaid rent if the unpaid balance of the \$600.00 per month rent remains unpaid.

As the tenant's employment with the landlord has ended the landlord is at liberty to issue a 1 month notice to end tenancy for cause and seek an order of possession based on that notice.

The tenant's application is hereby dismissed in its entirety without leave to reapply.

As the tenant has not been successful in their application the tenant is not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is dismissed in its entirety 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 5, 2012

Residential Tenancy Branch