



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI

Introduction

This matter dealt with an application by the Tenants to Dispute a Rent Increase.

The Tenants said they served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery to the Landlord’s residence on November 7, 2012. The Landlord confirmed receiving the Tenants’ hearing package. Based on the evidence of the Tenants and the Landlord, I find that the Landlords were served with the Tenants’ 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. Is the Landlord’s proposed rent increase valid?

Background and Evidence

This tenancy started in August 5, 2012 as a month to month tenancy. Rent was originally \$700.00 for just the female Tenant and when both Tenants moved in a written tenancy agreement was signed by all the parties showing a monthly rent of \$800.00. Rent is due in advance of the 1st day of each month. The Tenant paid a security deposit of \$350.00 at first and then an additional \$50.00 when the male Tenant moved in.

The Tenant said she believed the rent to be \$700.00 when she moved in and then the Landlord had them sign a tenancy agreement that stated the rent was \$800.00. The Tenant said she has made the application to request that the rent be set at \$700.00.

The Landlord said the rent was \$700.00 when they were renting to the female Tenant alone, but when the male Tenant moved in the Landlord increased the rent to \$800.00. The Landlord said the Tenants both agreed to this and both signed a tenancy agreement that states the rent is \$800.00.

The Tenants agreed that they agreed to the terms in the tenancy agreement and they both signed the tenancy agreement that states the rent is \$800.00 per month.

The Landlord continued to say that the Tenants have unpaid rent for November, 2012 and for December, 2012 and the Landlord said they have issued a 10 Day Notice to End Tenancy for unpaid rent. The Landlord continued to say that they have not made an application to enforce the 10 Day Notice to End Tenancy for Unpaid rent, but they will make that application today.

The Tenants agreed they have unpaid rent.

Analysis

Given that both parties agree the tenancy agreement clearly states the rent is \$800.00 and that all parties agreed to and signed this tenancy agreement, I find the Tenants' application does not have the grounds to indicate there has been a rent increase. As well I find there is no confusion about the amount of rent as it is stated in the tenancy agreement and all parties said they agreed to \$800.00 as the amount of rent to be paid for two tenants in the rental unit. Consequently I dismiss the Tenants' application without leave to reapply as there is no grounds to prove the Tenants claim.

Conclusion

The Tenants' 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*.

Residential Tenancy Branch