



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CLARIFICATION

Dispute Codes: O

The applicant has requested a correction to the Residential Tenancy Branch decision dated February 25, 2013.

Section 78 of Residential Tenancy Act / Section 71 of the Manufactured Home Park Tenancy Act enable the Residential Tenancy Branch to clarify a decision or order.

The applicant requests states:

The ruling grants the application in full which includes charging the tenants utilities but has provision for a rental ramp up period. It does not address the point at which the tenant must start paying utilities.

The application which was the subject of the Decision rendered February 25, 2013 was an application made by the landlord seeking an Additional Rent Increase. The landlord requested an increase of a total of 64.7% increasing the rent from \$850.00 per month to \$1,400.00 per month. The landlord's written submission stated:

Mr. H (the landlord) requests that: (a) the discount in rent of \$200.00 per month be changed because he has undertaken the repairs identified by the Tenancy Branch; and (b) the rent for the Patterson Suite be increased from \$850.00 to \$1,400.00 per month because the rental rate for the Patterson Suite is significantly lower than rent payable for comparable units in the area.

(reproduced as written although identifiers removed)

The Decision indicates that at the hearing the landlord testified that he was "...requesting that rent be increased to \$1,400.00 per month plus utilities."

A written tenancy agreement was not submitted in evidence. It is not, therefore, within my ability to address the terms of the tenancy agreement. However an Arbitrator hearing an Application for an Additional Rent Increase does not have the authority to alter the terms of a written or oral tenancy agreement save for the issue of the amount of rent to be paid and the timing of any increases allowed. In short, an Arbitrator is not able to add a clause that the tenants must now pay utilities if no such clause existed. If the tenants were required to pay utilities under their tenancy agreement then that requirement remains. If they were not required to pay utilities under their tenancy agreement then such a term may only be added by agreement between the parties.

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: March 08, 2013

Residential Tenancy Branch

