



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      DRI

### Introduction

This hearing was convened by way of conference call in response to the tenants' application to dispute an additional rent increase.

One of the tenants, an agent for the tenants and the landlord's agent attended the conference call hearing. The tenant's agent and the landlord's agent gave sworn testimony. The landlord and tenants provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

### Issue(s) to be Decided

Has an additional rent increase been made and if so are the tenants entitled to dispute it?

### Background and Evidence

The parties agree that this tenancy started originally on April 01, 2010. Fixed term tenancy leases were entered into each year after and the tenants were offered a rent concession for each year when they entered into a new the fixed term lease. The market rent for this unit is \$850.00 per month as indicated on the tenancy agreement. The landlord has provided a copy of the latest agreement and rent concession in

documentary evidence and these have been signed by both parties. The rent incentive agreements state that the rent will be reduced by \$106.00 per month each year. The tenants therefore paid a monthly rent of \$744.00 per month plus \$10.00 for storage.

The tenants' agent gives testimony on behalf of his parents and testifies that the landlord has increased the rent by \$106.00 per month. The amount of \$860.00 has been deducted from the tenants' bank account for December, January, February and March. The tenants' agent testifies that the landlord has not communicated with the tenant's agent even though he has written to the landlord identifying that he will be acting on behalf of his senior parents. The tenants' agent testifies that he could not find a copy of the lease agreement in his parents' records. The tenants' agent agrees that his parents were sent a letter from the landlord in September, 2013 informing them that their lease was going to expire on December, 01, 2013 and that they needed to enter into a new lease for the coming year if they wanted to get the new rent incentive.

The tenants' agent testifies that as his father has been hospitalized, the family did not know if his parents could continue to live in this unit and so did not enter into a new lease agreement with the landlord. The tenants' agent testifies that the market rent should not go up to \$850.00 as at the start of the tenancy other units were being offered for a rent of \$744.00.

The landlord testifies that the tenants entered into a lease agreement each year and were then offered a rent concession of \$106.00 per month. This effectively reduced the tenants rent to \$744.00 per month plus \$10.00 for storage for the term of the lease only. The tenants were sent a letter explaining that their lease was going to expire in December, 2013 and would therefore revert to a month to month tenancy without the rent concession being offered at that time and the rent would revert back to \$850.00. The letter also gave the tenants the opportunity to enter into a new lease agreement and the rent concession being offered at that time was \$500.00 off the first month's rent. The tenants did not enter into a new lease agreement and so their tenancy reverted to a

month to month tenancy and the rent reverted to the rent identified on the tenancy agreement of \$850.00 plus \$10.00 for storage each month.

The landlord testifies that this is not a rent increase it is simply the market rent without the rent concession for entering into a one year lease.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. It is my decision that the landlord has not imposed a rent increase for this unit. The tenants were given the opportunity to enter into a new lease agreement for a year in order to obtain the latest rent concession. The tenants decided not to do so and so the tenancy continued on a month to month basis at the rent indicated on the tenancy agreement of \$850.00 plus \$10.00 for storage costs.

A landlord is not required to provide the tenants with a Rent Increase Notice as the rent has only reverted to what is indicated on the tenancy agreement when no rent concession is in place. Consequently, the tenants' application to dispute an additional rent increase has no merit.

### 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*.

Dated: April 10, 2014

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Residential Tenancy Branch

