



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

DRI, LRE, OLC, MNR, MNDC, FF

Introduction

This hearing was convened in response to cross-applications by the parties for dispute resolution pursuant to the *Residential Tenancy Act* (the Act). The tenant filed on February 20, 2014 for Orders as follows:

1. Dispute an additional rent increase - Section 43
2. Control landlord's right to enter the unit – Section 70
3. An Order for the landlord to comply with the Act – Section 62
4. An Order to recover the filing fee for this application - Section 72

The landlord filed on April 02, 2014 for Orders as follows;

1. A monetary Order for damage / loss – Section 67
2. A monetary Order for Unpaid rent – Section 67
3. An Order to recover the filing fee for this application - Section 72

The landlord explained that by his application he seeks a rent increase for an additional occupant.

Both parties attended the hearing and were given opportunity to settle their dispute, present relevant evidence, and make relevant submissions. The parties each acknowledged receiving the evidence of the other. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties were apprised that only relevant evidence will be considered in the Decision. A referenced / submitted 10 Day Notice to End Tenancy for Unpaid Rent is agreed by the parties to be null and of no effect.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Is the landlord entitled to increase the rent?

Should the landlord's right to enter the rental unit be made conditional?

Should the landlord be Ordered to comply with the Act?

Background and Evidence

The parties provided a copy of the written tenancy agreement, and their respective arguments before this hearing. The month to month tenancy began June 15, 2013.

The parties agreed that on February 08, 2014 the tenant's, now, husband became an additional occupant of the rental unit. In early February 2014 the landlord requested particulars of the additional occupant residing with the tenant. On or about the same time the landlord verbally informed the tenant they would be required to pay an additional \$100.00 per month for an additional occupant to the tenancy. The tenant disputes the landlord's request for an increase and has not paid additional rent.

The tenant's application further sought for the landlord's right to enter the rental unit to be made conditional on the basis of an incident in January 2014 in which the landlord purportedly permitted a plumber to enter the suite contrary to the provisions of the Act; and, for the landlord to be Ordered to comply with the Act in the future. The tenant highlighted the landlord has not attempted to enter the unit since January and is satisfied for the landlord to be advised he may not do so except strictly under the provisions of the Act.

The landlord confirmed the tenant was informed to pay an additional \$100.00 for the additional occupant, and seeks by their current application for the landlord to be permitted to collect an additional \$100.00 per month retroactive to February 08, 2014.

The landlord claims he entered the tenant's unit in January 2014 out of an urgent need to protect property in accordance with the Act, and is aware of his obligation to follow the conditions prescribed by the Act for entering a unit as prescribed.

Analysis

I have considered all relevant evidence from both parties.

The parties were advised during the hearing that the evidence in this matter is insufficient for an Arbitrator to set conditions on the landlord's right to enter the rental unit, and I am satisfied the landlord is aware as to his obligations under the Act in respect to when, how and why they can enter a rental unit. As a result, I decline to suspend or make the landlord's right to enter the rental unit conditional. In this matter, I find it is not necessary to Order the landlord to comply with the Act. These portions of the tenant's application are **dismissed**, with leave, if necessary, to reapply.

It was available to the landlord to make an application for an increase of the rent in accordance with the provisions of the Act and the ancillary Regulations. The landlord chose their current application to present their request for an increase - previously orally requested and in dispute. Despite the landlord's arguments advanced in this matter, I find the landlord's application ultimately must rely on the original written contractual agreement between the parties to state what the parties agreed should happen if an additional person moves into the unit; and, if that event means the payment of additional rent, the agreed amount of additional rent. The parties agree their tenancy agreement is silent on terms respecting such an occurrence, and I find that I have not been presented with evidence or a dispute which could give rise to a remedy in respect to a right or an obligation under the terms of the tenancy agreement or under the Act. As a result of all the foregoing, I find the landlord has, by their request and their present application sought to circumvent the prescribed means for requesting a rent increase. I **dismiss** the landlord's application, without leave to reapply. The landlord is at liberty to pursue another remedy under the Act, but he is reminded that there are specific permitted grounds for seeking an additional rent increase.

I find the tenant was not presented with a valid Notice or Application for an increase of the rent as required under the Act. The tenant solely received a verbal request for additional rent and therefore an application to dispute the additional rent request was not required. Effectively, this portion of their application is **dismissed**.

Given the tenant was presented with an ongoing illegal rent increase request I find it was appropriate for them to seek dispute resolution, which required a filing fee of \$50.00. As a result I grant that the tenant may recover the fee from the landlord.

Conclusion

The parties' respective applications are **dismissed**.

I Order the tenant may deduct \$50.00 from a future rent to offset their filing fee.

This Decision is final and binding on both 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: April 16, 2014

Residential Tenancy Branch