



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, RR, O, FF

Introduction

This is an application filed by the tenant to dispute an additional rent increase, to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The landlord has confirmed receipt of the tenant's notice of hearing package and the submitted documentary evidence. The tenant has confirmed receipt of the landlord's documentary evidence. I accept that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

During the hearing the tenant clarified that she was not seeking a reduction in rent, but was asking for the monthly rent to be declared \$455.00. As such, the tenant's request for a reduction of rent is considered cancelled/withdrawn.

Issue(s) to be Decided

Is the tenant entitled to an order setting aside an additional rent increase?

Background and Evidence

The tenant clarified that she is seeking to dispute an additional rent increase for notices dated September 10, 2013 and a notice dated September 8, 2014. The tenant states that her pad rent is \$455.00 each month and that she entered into an agreement with the landlord for the specified rent perpetually.

Neither party submitted a copy of the signed tenancy agreement, but have agreed that prior to January 15, 2013 that a tenancy agreement began with a monthly rent of \$455.00.

The tenant also clarified that she was not disputing the contents of the notices themselves, but that she had an agreement with the landlord to pay only \$455.00 per month. The tenant clarified during the hearing that she was disputing the second notice of a rent increase based upon the increased charges for water, but could not provide any details of how much or how she knew the water charges were excessive, only that she had an agreement to pay the landlord \$455.00 per month. The tenant stated that her proof of the agreement was based upon the landlord's acceptance of the postdated cheques of \$455.00.

The tenant confirmed in her direct testimony that she had received both of the notice of rent increases from the landlord and at least 2 of the letters clarifying the rent rate and the demand for rent arrears. The tenant could not explain why she did not file for dispute when she received the notice dated September 10, 2013.

The landlord disputes the claim of the tenant stating that no such agreement existed and that the tenant was properly served a notice of rent increase as shown by the submitted copies of the forms. The landlord stated that he accepted the partial rent payment during the tenancy while still trying to communicate with the tenant over what her actual rent rate was.

The landlord has submitted a copy of the notice of rent increase dated September 10, 2013 and a copy of a letter to the tenant dated September 10, 2013, clarifying the tenant's actual monthly rent rate.

The landlord has submitted a copy of the notice of rent increase dated September 8, 2014. The landlord has also submitted a copy of letter to the tenant dated September 8, 2014 clarifying the tenant's actual monthly rent rate. The landlord has submitted copies of letters to the tenant clarifying the actual monthly rent dated February 11, 2014, March 28, 2014, May 21, 2014, August 2, 2014 and October 21, 2014. The landlord states that these letters repeated asked the tenant to pay the rent arrears based upon the notice of rent increase rate set of \$460.00 from the notice of rent increase that began on January 15, 2014 and then the second increase that began on January 15, 2015. The landlord has submitted a copy of a letter dated December 1, 2014 which shows an update for the monthly rent over a 12 month period based upon the notice of rent increase.

Analysis

The onus or burden of proof lies with the party who is making the claim. In this case it is the responsibility of the tenant. When one party provides evidence of the facts in one

way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The tenant has not provided any supporting evidence that an agreement was in place with the landlord to accept \$455.00 in monthly rent perpetually. The tenant was unable to provide sufficient details of how the posted dated rent cheques were an acceptance of the landlord for the monthly rent to be \$455.00 as opposed to the amount based upon the two notices of rent increase. The tenant confirmed in her direct testimony that she did receive the notices and that she did receive atleast 2 of the letters from the landlord clarifying the monthly rent and the demand for payment of arrears.

The tenant was also unable to provide any specific details of what was wrong with the municipal water charges or any details of how much she was being overcharged to dispute the notice of a rent increase dated September 8, 2014.

I find on a balance of probabilities that the tenant has not provided sufficient evidence to satisfy me that an agreement existed for the monthly rent rate to be \$455.00 perpetually as opposed to the rate established based upon the landlord's notices of rent increase.

The tenant's application is dismissed.

Conclusion

The tenant's application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: January 28, 2015

Residential Tenancy Branch

