



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNC, ERP, RP, LRE, LAT, FF, OPR, OPC, MNR,  
MNDC

### Introduction

This hearing dealt with applications by both the landlords and the tenants. The tenants applied to dispute a rent increase and for orders setting aside a notice to end this tenancy, an order compelling the landlords to perform repairs and suspending their right to enter the unit and an order authorizing the tenants to change the locks on the rental unit. The landlords applied for an order of possession and a monetary order.

At the hearing, the parties agreed to resolve the issue of the end of the tenancy and agreed that the tenancy would end on August 31, 2015 and that the landlords were entitled to an order of possession effective on that date.

### Issues to be Decided

Has an illegal rent increase been implemented and if so, do the tenants have a remedy?

Should the landlords be ordered to perform repairs?

Should the landlords' right to enter the unit be suspended?

Should the tenants be permitted to change the locks on the rental unit?

Are the landlords entitled to a monetary order as claimed?

### Background and Evidence

The tenancy began on December 17, 2014 and at that time, the parties signed a tenancy agreement which provides in part as follows:

As agreed, rent will be \$500.00 per month on the condition that the renters do renovations as requested by Landlord. Rental suite renovations to be completed by April 17, 2015. At that time, or prior If renovations are

completed, rent will be renegotiated with the possibility of further renovations of bottom suite.

The landlords do not believe that the tenants have been doing the renovations required under the contract and testified that they believe the market rent of the unit should be \$1,250.00 per month and stated that they approached the tenants requesting that they pay this amount as they were not doing the expected renovations. The parties agreed that the tenants refused to pay the increase. The tenants seek a declaration that the proposed increase is illegal.

The tenants claim that they have performed the renovations required under the terms of the contract while the landlords claim they have not. The tenants seek an order compelling the landlords to perform repairs to the rental unit.

The tenants seek an order suspending the landlords' right to enter the rental unit and authorizing them to change the locks. They stated that they are unaware of an incident in which the landlords illegally entered the rental unit, but stated that they are concerned that the landlords will illegally enter at some point in the future.

The parties agreed that the tenants did not pay rent in the months of June and July. They further agreed that the tenancy agreement requires the tenants to pay for 100% of the hydro bill for the upper unit which they occupy and for half of the natural gas, which has one meter for both the upper and lower units. They agreed that the tenants owe \$312.51 for natural gas, which is half of a \$625.02 bill and represents 4 months of service, and that they owe \$104.23 for a hydro bill with a billing date of May 15, 2015. At the hearing, the landlord advised that a new hydro bill had just arrived

The tenants argue that they should not have to pay for half of the natural gas bill as the windows are single pane windows which don't close properly and the rental unit is poorly insulated.

The tenants also seek to recover the \$50.00 filing fee paid to bring their application.

### Analysis

The parties chose to enter into a tenancy agreement which does not specify the renovations which are to be completed and although it states that rent will be renegotiated when renovations are completed, it does not require the tenants to vacate the unit if they fail to do renovations or state that rent will be increased if

they fail complete renovations. I find that the landlords cannot increase the rent if the tenants fail to complete renovations because (a) they have not specified in the tenancy agreement what renovations the tenants are required to do; and (b) the agreement does not provide that rent will remain at \$500.00 only as long as the tenants are meeting their obligation to do renovations. At the hearing, I advised the landlords that rent would remain at \$500.00 until the parties agreed in writing that it would be set at a different amount.

I decline to order the landlord to perform repairs. The tenants are enjoying a reduced rent because they agreed to perform renovations to the rental unit and live in the unit while those renovations were underway and I find it more likely than not that the repairs demanded by the tenants are among those which the landlords expected them to perform as part of the agreement.

In the absence of proof that the landlords are entering the unit illegally, I decline to issue an order suspending their right to enter or authorizing the tenants to change the locks.

The tenants' claim is dismissed in its entirety.

As the parties agreed on the amount of rent and utilities that are owing, I grant the landlords a monetary order which represents the following:

June rent	\$ 500.00
July rent	\$ 500.00
Natural gas bill	\$ 312.51
Hydro bill	\$ 104.23
<b>Total:</b>	<b>\$1,416.74</b>

I have not included in this calculation the most recent hydro bill which the landlords said they received the day before the hearing as neither I nor the tenants have seen that bill. However, I remind the tenants that they are responsible to pay for the full amount of hydro for the upper unit throughout their tenancy. This monetary order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

In support of the parties' agreement that the tenancy will end on August 31, 2015, I grant the landlords an order of possession effective on that date. The tenants must be served with the order. Should they fail to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

I remind the tenants that they are obligated to pay rent for the month of August. Should the tenants fail to pay rent, the landlords may serve them with a 10 day notice to end tenancy for unpaid rent.

Conclusion

The tenants' claim is dismissed. The landlords are granted an order of possession effective August 31, 2015 and a monetary order for \$1,416.74.

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: July 24, 2015

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Residential Tenancy Branch

