



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Inn
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order. Despite having been personally served with the application for dispute resolution and notice of hearing on July 7, the landlord did not participate in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant's testimony is as follows. The tenancy began in November 2013 and the tenant claimed that he signed a series of tenancy agreements with the corporate landlord who at the time was represented by its agent, J. In January 2015, the tenant signed another tenancy agreement which stated that rent was set at \$840.00 and that the tenancy would end on June 1, at which time the tenant was required to vacate the rental unit. The latter provision was initialled by both the landlord and tenant. The tenant claimed that when J presented the tenancy agreement for him to sign, it was blank and she filled in the amount of rent and the length of the fixed term after he had signed the document. The tenant claimed that he paid \$900.00 each month from January – May 2015 and stated that had he known that his tenancy agreement said he was to pay \$840.00, he would have paid that amount instead.

The tenant provided a copy of a letter in which the landlord advised that his tenancy would end on June 1, 2015 and that after that date, he was required to pay \$1,100.00 per month. The tenant testified that he paid the increased amount until he vacated the unit at the end of July 2015 and seeks to recover the overpayment, characterizing it as an illegal rent increase.

Analysis

The tenant bears the burden of proving his claim on the balance of probabilities. The tenancy agreement the tenant provided sets rent at \$840.00 per month for a fixed term which was to end on June 1, 2015. If the tenancy was to end on that date, the landlord had the right to choose to

either end the tenancy or renegotiate the tenancy agreement at a higher rental rate. The tenant claimed that the tenancy agreement was blank when he signed the agreement, but I am unable to find on the balance of probabilities that this was the case. The tenant claimed that he was paying \$900.00 per month for the first 5 months of 2015 and although he provided copies of rental receipts, most of those receipts pre-date 2015 and the 2 rental receipts which contain dates for 2015 show that the tenant paid \$840.00. One receipt shows that a \$900.00 payment was made, but this receipt is undated and I find that even if it was dated during this time period, it does not prove that he paid \$900.00 per month for 6 months. I find it unlikely that the landlord would fill in the amount of rent to be paid and list an amount which was less than what she was collecting as it would have precluded her from demanding \$900.00 if the tenant had refused to pay it. I therefore do not accept the tenant's testimony that the rent amount was filled in after the contract was signed and as this part of his testimony is inaccurate, I am not persuaded that the dates of the fixed term were filled in after he signed the document.

The preponderance of the evidence leads me to find that the tenant signed a fixed term agreement and when that agreement came to an end, the landlord had the right to set a new rental rate which the tenant could either refuse and move out or accept and continue his tenancy. The tenant chose to accept the new rental rate and continue the tenancy for 2 more months. I find that the tenant has failed to prove that the landlord imposed an illegal rent increase and I therefore dismiss his claim.

Conclusion

The claim 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 *Residential Tenancy Act*.

Dated: September 09, 2015

Residential Tenancy Branch

