



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC

Introduction

The tenant applies to cancel an alleged rent increase and for relief regarding parking at the premises.

Issue(s) to be Decided

Has the landlord imposed an unlawful rent increase? Has the landlord breached the tenancy agreement regarding parking?

Background and Evidence

The rental unit is a bedroom in a house. The tenant shares cooking and bathroom facilities with tenants in three other bedrooms in the home as well as with the occupant of a separate building on the property.

There is no written tenancy agreement. The tenant moved in during the fall of 2015. He pays \$375.00 rent, due on the first of each month plus a \$25.00 charge for Hydro usage.

As discussed at the hearing, under the *Residential Tenancy Act* (the “*Act*”) a landlord may only increase rent in accordance with the *Act* and one of the preliminary requirements is that the landlord serve the tenant with a notice of rent increase in the form required by the *Act*.

That has not yet been done in this case and so there is nothing to dispute. The tenant’s rent remains the same until it is increased through such a notice or until the parties mutually agree the rent is other than what it is.

It is also evident that since the start of the tenancy the tenant has been parking his vehicle and a trailer on the premises without comment or complaint from the landlord. It

was my view at the hearing that such parking would be considered as part of the tenancy.

The tenant has or wishes to bring an additional trailer onto the property. As he shares the home and yard with other tenants, it is common property between them. He is not entitled to use any portion of it for his own purposes without the landlord's agreement.

Thus, the tenant must negotiate for the landlord's consent for him to bring a second trailer onto the property.

This decision is rendered orally at hearing and 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: November 05, 2015

Residential Tenancy Branch

