



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes:

**DRI, OLC, LRE**

### Introduction

This hearing was scheduled in response to the tenant's application in which the tenants have disputed an additional rent increase; requested an Order the landlord comply with the Act and that conditions or suspension be placed on the landlord's right to enter the rental unit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matters

At the start of the hearing the female tenants' last name was corrected on the application.

### Issue(s) to be Decided

Has the landlord imposed a rent increase that fails to comply with the Act?

Must conditions be placed on the landlord's right to enter the rental unit?

Must the landlord be Ordered to comply with the Act?

### Background and Evidence

This fixed-term tenancy agreement commenced on November 1, 2015; rent was \$785.00 per month, due on the first day of each month. The landlord is holding a security deposit in the sum of \$350.00. The term ends on April 31, 2016 at which point the tenants must vacate the rental unit. A copy of the tenancy agreement was supplied as evidence.

Clause 6 of the tenancy agreement provides, in part:

*Subject to clause 13, Additional Occupants, the tenant agrees that for each additional tenant or occupant not named in clause 1 or 2 above, the rent will increase by \$100.00 per month, effective from the date of his occupancy. ..*

There was no dispute that initially there were the two female tenants who signed the tenancy agreement. Just prior to December 8, 2015 the landlord agreed to allow a third person, P.G., to occupy the rental unit as a tenant. An amended tenancy agreement was initialled, adding P.G. as a tenant.

On December 16, 2015 the landlord issued the tenants a letter indicating that as of December 8, 2015 P.G. had been added to the tenancy agreement and that effective December 8, 2015 the rent would increase to \$845.00 per month.

The tenants dispute this increase and said that they did not fully examine the tenancy agreement term in relation to additional tenants or occupants.

There was no dispute that within a period of several weeks the landlord gave notice of entry to the rental unit for four entries. The landlord said the initial visit was to repair a toilet; the second was to check for damage that was to have been repaired at the start of the tenancy; the third was to check for the possible presence of pets. During the hearing no reason was given for the fourth entry.

The tenants believe the landlord is entering the unit when they are out; when they return home they find items have been moved. The landlord said they are not entering the unit. The landlord agreed to check the date when the unit was last re-keyed, to ensure it was done so at the start of the tenancy.

During the hearing the landlord agreed that she will be the sole contact person for this tenancy. There are two individuals who act as agent for the landlord on different matters relating to the tenancy; however, S.S. has agreed to be the contact person for the tenants.

### Analysis

I have considered clause six of the tenancy agreement and find that the tenants have signed, agreeing to an additional rent increase in the case where a new tenant or occupant is added to the tenancy agreement.

Section 40 of the Act provides, in part:

#### ***Meaning of "rent increase"***

**40** *In this Part, "rent increase" does not include an increase in rent that is*  
*(a) for one or more additional occupants, and*  
*(b) is authorized under the tenancy agreement by a term*  
*referred to in section 13 (2) (f) (iv) [requirements for*  
*tenancy agreements: additional occupants].*

Section 13 of the Act sets out the requirement of tenancy agreements and the need to include a term for a rent increase based on additional occupants. As the tenants have signed a tenancy agreement that provides a rent increase for an additional tenant, in accordance with sections 40 and 13(2)(f)(iv) of the Act, I find that the rent increase is confirmed. Therefore, effective December 8, 2015 rent increased to \$845.00 per month.

In relation to entry to the rental unit; Section 29 of the Act is appended after the conclusion of this decision. I urge the landlord to issue notice of entry only for a reasonable purpose; for example, entry to check for pets when the landlord had recently been in the unit appears to have been unnecessary. A landlord should enter a unit no more than once per month for

inspection unless another reasonable purpose for entry is identified. From the evidence before me I do not find it is necessary to set conditions on entry by the landlord, but the landlord is reminded that repeated entry could form the basis for a loss of quiet enjoyment by the tenants.

Therefore, I find that the tenant's application is dismissed.

### Conclusion

The application is dismissed.

This decision is final and binding 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: February 10, 2016

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Residential Tenancy Branch

### ***Landlord's right to enter rental unit restricted***

**29** (1) *A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:*

*(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;*

*(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:*

*(i) the purpose for entering, which must be reasonable;*

*(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;*

*(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;*

*(d) the landlord has an order of the director authorizing the entry;*

*(e) the tenant has abandoned the rental unit;*

*(f) an emergency exists and the entry is necessary to protect life or property.*

*(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).*

