



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, FF

Introduction

This was a hearing with respect to the tenant's application concerning a form of mutual agreement to end tenancy delivered by the landlord to the tenant on July 14, 2016. The tenant applied for other relief relating to the document delivered by the landlord. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord did not attend, although he was served with the application and Notice of Hearing by registered mail sent on July 15, 2016.

Issue(s) to be Decided

Is the tenant entitled to some form of remedy or declarative relief with respect to the document served upon him by the landlord?

Background and Evidence

The rental unit is a basement suite in Surrey. The tenancy agreement consists of one type paragraph naming the respondent's wife and the tenant's wife as landlord and tenant. The tenancy began July 15, 2015. The monthly rent is \$625.00, payable on the 15th of each month. The tenants paid a \$300.00 security deposit at the start of the tenancy.

On July 14, 2016 the respondent, Mr. G.S.S. served the tenant with a Mutual Agreement to End a Tenancy in the form provided by the Residential Tenancy Branch. The document named the respondent as landlord and the applicant as tenant and it purported to record an agreement that the tenant would move out of the rental unit by 7:00 A.M. on August 30, 2016. The document was signed by the landlord. The tenant testified that when the landlord gave him the document he insisted that the tenant sign it. The tenant told the landlord that he did not agree to move out on August 30, 2016. He signed the document with the word: "Received" written on it above his signature to

signify only that he received the document, but did not accept it, or agree to end the tenancy.

The tenant testified that after he served the landlord with the application and Notice of Hearing in this proceeding, the landlord then verbally told him that the rent would be increased by \$50.00 to \$675.00 per month. The landlord has not given a Notice of Rent Increase in the approved form as required by the *Residential Tenancy Act*.

Analysis

I accept the tenant's testimony that he has not agreed to end the tenancy and he did not accept or agree to the form of Mutual Agreement to End a Tenancy given to him by the landlord. I find that his signature on the document was merely an acknowledgement of receipt demanded by the landlord and the form is of no force or effect. The tenancy will therefore continue until ended in accordance with the *Residential Tenancy Act*.

The landlord is cautioned that he may only raise the rent in accordance with the *Residential Tenancy Act* and in the amount permitted by the *Residential Tenancy Act* and Regulation. The landlord's verbal notice of rent increase is illegal and ineffective; the monthly rent continues to be \$625.00 as stated in the rental contract.

Conclusion

The tenant's application for relief has been granted. The form of Mutual Agreement has been declared to be of no force or effect. The tenant is entitled to recover the \$100.00 filing fee for his application and I grant him a monetary order in that amount. This order may be registered in the Small Claims Court and enforced as an order of that court. The tenant may, if he chooses, deduct the sum of \$100.00 from the next instalment of rent due to the landlord, instead of seeking to enforce the order.

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 02, 2016

Residential Tenancy Branch

