



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, CNC, FF

Introduction

This hearing dealt with two Applications for Dispute Resolution filed by the tenant.

The application filed on August 3, 2016, is to cancel a 1 Month Notice to End Tenancy For Cause, to have the landlord comply with the Act, and to recover the filing fee from the landlord.

The second application filed also on August 3, 2016, is to dispute an additional rent increase that does not comply with the increase permitted by the Regulation, to have the landlord comply with the Act, and to recover the filing fee from the landlord.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Preliminary matter

At the outset of the hearing the tenant indicated that they have vacated the rental unit. Therefore, since the tenancy has legally ended, I find it not necessary to consider the tenant's application to cancel the 1 Month Notice to End Tenancy.

Issues to be Decided

Should the additional rent increase be cancelled?

Should the landlord be ordered to comply with the Act?

Is the tenant entitled to recover the cost of the filing fee?

Background and Evidence

The parties agreed that the tenancy commenced in 2009. The parties agreed the tenancy ended on August 31, 2016.

The tenant testified that the landlord increased their rent from \$700.00 to \$775.00, without given the required three months' notice and the amount is greater than allowable. The tenant stated that they agreed to the amount only because they did not know their rights under the Act.

The landlord testified that the tenant agreed to the rent increase, because their original rent of \$825.00, which was reduced to \$700.00, only on a temporary basis.

The landlord stated that this increase was for an additional occupant that was staying in the rental unit.

The landlord referred to page 11 of the tenant written submission with reads,

“Technically, I did not give my written consent for the rent increase in April, however, I did accept the fact as it was due to my girlfriend staying over often”

[Reproduced as written]

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant rent was increase in April 2016, from \$700.00 to \$775.00, because of another occupant staying in the rental unit. The tenant agreed to pay an increase in rent due to the additional occupant.

Section 40 of the Act states, "**rent increase**" does not include an increase in rent that is for one or more additional occupants.

Although there is no written tenancy agreement indicated an amount that would be paid for an additional occupant. I find the evidence support that the tenant agreed to pay \$75.00 for the additional occupant.

I find the tenant has failed to prove a violation of the Act by the landlord. Therefore, I dismiss the tenant's application.

As the tenant was not successful with their applications, the tenant is not entitled to recover the filing fees from the landlord.

Conclusion

The tenant's applications are 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 22, 2016

Residential Tenancy Branch