



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Remaz Wind Capital Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

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### Introduction

This hearing was convened in response to an application by the Landlord for a rent increase approval pursuant to section 43 of the *Residential Tenancy Act* (the “Act”).

I accept the Landlord’s evidence that Tenant SP was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord agrees that Tenant SL was served to the wrong address. I therefore dismiss the application in relation to Tenant SL. The Landlord and Tenant DL and Tenant GE were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to a rent increase approval?

### Background and Evidence

The Landlord states that there are no signed tenancy agreements and only unsigned agreements. The Landlord submits that the terms of the agreements are therefore unenforceable. The Landlord states that they have no knowledge of the terms of the tenancies other than those set out in the unsigned agreements.

Tenant GE states that his tenancy started September 1, 2014 with monthly rent of \$650.00. Tenant DL states that her tenancy started 12 years ago and that her monthly rent is \$600.00.

The Landlord states that no evidence of similar rental unit was provided from the same community as there are no vacant units. The Landlord states that rents in another community are the compared rates and that these rates are consistently higher than the current units. The Landlord provided no evidence of similar rental units from that higher rental priced community.

Tenant GE states that comparing the rental units between the two communities are like comparing apples and oranges. Tenant GE states that the dispute units are located in a tiny town with no services and that the units contain only the bare minimum. It is noted that the Tenants' community has a very small population while the Landlord's stated comparable community has a relatively large population. Tenant GE states that he chose to live in the smaller community due to the lower rental prices. Tenant DL states that her rent is reduced in exchange for snow duties. Tenant GE states that he paid an extra \$50.00 per month than the previous tenancy and argues that the rent was increased then. The Tenants state that their units are not even within the community limits and that they cannot vote in the community. Tenant GE states that a recent advertisement for a similar rental unit in the small community has the same rental rate that Tenant GE currently pays. The Tenants state that the larger community is about 35 km away and that residents from the larger community are beginning to rent in the smaller community to obtain better rental rates.

### Analysis

Section 2 of the Act provides that the Act applies to tenancy agreements. Section 1 of the Act defines a tenancy agreement as an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting, inter alia, possession of a rental unit. Although the Landlord argues that since there is no signed tenancy agreement the rent provisions are unenforceable, based on the undisputed evidence that the Tenants

are paying rents as set out in the unsigned agreements I find that there are valid oral agreements in relation to the rent. The rental provisions are therefore enforceable under the Act.

Section 43 of the Act provides that in the circumstances prescribed in the regulations a landlord may request the approval for a rent increase in an amount that is greater than the amount calculated under the regulations. Section 23 of the Regulations provide that a landlord may request an additional rent increase where, inter alia, after the allowed rent increase, the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit.

As the Landlord has provided no evidence of any similar rental units in the community containing the dispute units or from elsewhere and as rental rates offered for comparison are global and taken from a different community with a population many times greater than the community containing the dispute units, I find that the Landlord has not provided evidence of similar or comparable rental units in the same geographic area. I therefore dismiss the Landlord's application.

### Conclusion

The application 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: December 19, 2016

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Residential Tenancy Branch