



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding COLUMBUS CHARITIES ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes dri, ff

Introduction:

The tenant applies to a dispute a rent increase.

Both parties participated in the hearing, and gave verbal evidence.

Issues to be decided:

Has the tenant been given a rent increase not permitted by law?

Background and Evidence:

This tenancy of a one bedroom suite began July 1, 2016. As confirmed in the written tenancy agreement, the tenancy was for single occupancy. The tenant's wife later began to reside full time in the premises. The tenants and landlord then signed a new tenancy agreement for the same suite, on November 30, 2016. The rent was now \$761.00, whereas the rent under the former agreement was \$561.00.

The tenants allege this was an illegal rent increase, whereas the landlord alleges that the rent was permitted to be raised because the original tenancy agreement contemplated only one tenant, and now there are two.

Analysis:

When the tenant's wife moved into the premises on a full time basis, this was a material breach of the terms of the original tenancy agreement, which permitted only a single occupant. Accordingly, it was appropriate that a new tenancy agreement be entered into, and the parties were free to negotiate a new rent, regardless of the amount of the previous rent. The tenants' claim of an illegal rent increase is therefore dismissed.

Conclusion:

The claim to dispute a rent increase is dismissed. As the tenants are not successful in this application, I decline to award recovery of the tenants' filing fee.

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: March 20, 2017

Residential Tenancy Branch