



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding TPM PROPERTIES [tenant name suppressed to protect privacy]

DECISION

Dispute codes OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The hearing was conducted by conference call. The landlord did not attend this hearing, although I waited until 11:25 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 11:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The tenant testified that on March 3, 2017, he personally served the landlord with a copy of the Application for Dispute Resolution and Notice of Hearing. The tenant testified that he left a copy with a clerk and the property manager at the front desk of the landlord's business office. I note that on March 23, 2017 the landlord submitted a 3 page evidence package in response to the tenant's application.

Based on the above evidence, I am satisfied that the landlord was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the landlord.

Issues

Should the landlord be issued an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The tenancy originally began on December 1, 2014. A new tenancy agreement was entered into on October 14, 2016 which stipulates a current monthly rent of \$900.00 payable on the 1st day of each month. Both the named tenants and their one year old son are listed as occupants as per this agreement. A new agreement was entered into in order to remove two other tenants named in the previous agreement who since vacated the rental unit. The tenants submit all other terms of the agreement remained unchanged. Although the agreement was signed October 14, 2016 it is backdated to reflect a start date of tenancy as March 1, 2016. The agreement is on a month to month basis.

The tenants are requesting they be allowed an additional occupant without any increase in rent. The tenants are requesting the landlord provide an additional key for the additional occupant. The tenants submit that clause 13 of the agreement allows for additional occupants with the prior consent of the

landlord. The tenants submit the landlord has already provided permission for the additional occupant but is requiring an increase of \$75.00 per month in rent and requiring the tenants to sign a one year fixed term. The tenants do not accept the rent increase and do not wish to enter into a one year fixed term. The tenants submit an e-mail from the landlord as evidence of the landlord consenting to the additional occupant. The tenants also provided a copy of both the original tenancy agreement signed on March 3, 2016 and the renewed agreement signed on October 14, 2016. The tenant submit that clause 6 of this agreement which stipulates a rent increase for additional occupants is left blank on the original March 3, 2016 agreement and was also blank at the time of signing the October 14, 2016 agreement.

Analysis

Based on the undisputed evidence of the tenants, I make the following findings and orders:

1. The tenants are permitted to have an additional occupant in the rental unit as the tenants have obtained permission from the landlord as per clause 13 of the agreement. I order the landlord to provide an access key to the rental unit for this additional occupant.
2. I find the tenancy agreement does not stipulate an amount of rent increase per additional occupant therefore the rent continues at \$900.00 per month until it is increased in accordance with the Act.
3. The terms of the original tenancy agreement do not change with the addition of another occupant and the tenancy continues on a month to month basis until it is ended in accordance with the Act.

Conclusion

The landlord is ordered to comply with the above findings and orders.

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 29, 2017

Residential Tenancy Branch