



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDC, ERP, RP, PSF, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order in relation to a rent increase - Section 43;
2. A Monetary Order for compensation - Section 67;
3. An Order for emergency and other repairs - Section 32;
4. An Order for the provision of services and facilities - Section 65; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. The Tenant confirmed that there are no repairs required and I therefore dismiss the claims for both emergency and other repairs.

Issue(s) to be Decided

Has the Tenant been given a rent increase?

Has the Landlord removed services or facilities?

Is the Tenant entitled to compensation?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

Neither Party provided any documentary evidence. There is no written tenancy agreement. The Tenant states that the tenancy of the 2 bedroom basement suite started on March 12, 2016. The Tenant states that rent of \$600.00 is payable on the first day of each month. The Tenant states that at the outset of the tenancy the previous landlord collected \$300.00 as a security deposit.

The Tenant states that the house was recently purchased by the Landlord named in this application and that the Tenants were not told that the house was either being sold or had been sold. The Tenant claim \$300.00 in compensation for not being informed of the sale.

The Tenant states that the Landlord told them that their rent was to increase to \$1,000.00 per month as of June 2017 and that if they did not agree they had to move out of the unit. The Tenant states that no formal notice of rent increase was given to them. The Tenant states that the requested rent increase has not been paid and the Tenants remain in the unit. The Tenant claims an order that the Landlord comply with the Act in relation to rent increases.

The Tenant states that the Landlord has not been giving them their mail and that a cheque is missing from March 2017. The Tenant states that no other services or facilities have been removed.

The Landlord states that the appraiser for the house informed him that the Tenants were paying \$1,000.00 per month. The Landlord states that there is no tenancy as there is no written tenancy agreement and that as Landlord did not collect the security deposit the Landlord is not holding any security deposit for these Tenants. The Landlord agrees that he was informed that a rental existed in the house and that the Tenant was present in the unit when it was purchased by the Landlord. The Landlord states that he does not know the Act or any of its requirements. The Landlord states that the Tenants are paying very little for their unit. The Landlord states that he believes the Tenants are being fraudulent about the amount of rent they were paying to the previous landlord.

Analysis

Section 12 of the Act provides that the standard terms are terms of every tenancy agreement whether or not the tenancy agreement is in writing. I refer the Landlord to the Residential Tenancy Regulations (the "Regulations") for further information in relation to these standard terms. Although the Landlord appears to believe that since there is no written tenancy agreement there is no agreement on rent payable, given the Tenant's presence in the unit at the time of the purchase, the Landlord's knowledge that the house came with the Tenants I find that there is an oral tenancy agreement that requires the Tenant to pay rent.

Section 93 of the Act provides that the obligations of a landlord under this Act with respect to a security deposit or a pet damage deposit run with the land or reversion. Whether or not a security deposit was paid in any amount is not relevant to the claims contained in the application. As such I solely note the relevant section of the Act for the Landlord's information and decline to make any finding in relation to whether or not any amount of a security deposit was paid.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. As there is nothing in the Act that requires a previous or current landlord to inform a tenant when a rental unit is being sold, I find that the Tenant has not substantiated that the current Landlord breached the Act. I therefore dismiss the claim for compensation.

Section 41 of the Act provides that a landlord must not increase rent except in accordance with the Act and Regulations. Section 42 of the Act provides the requirements of the timing and notice for a rent increase. Section 43 of the Act sets out the amount of increase allowed by the Act with reference to the Regulations.

Given the undisputed evidence that the Landlord only orally informed the Tenants of a rental increase, I find that there has been no rental increase. There is therefore no basis for any order in relation to a rental increase and I dismiss the claim for such an order. The Tenants remain at liberty to make an application to dispute a rental increase should the Landlord serve the Tenants with a Notice of Rent Increase that does not comply with the Act.

There is nothing in the Act that requires a landlord to provide mail delivery however a Tenant must be able to obtain its mail that has been delivered to its address. There is no evidence that a mail box has not been provided for the delivery of the Tenant's mail. I therefore dismiss the claim for the provision of services or facilities. As the tampering of mail is a criminal offense I strongly caution the Landlord about taking or withholding any of the Tenants' mail that may be delivered to their address and the Tenant may wish to report any mail theft to the police.

There is no evidence that the Landlord has served the Tenants with any notice to end tenancy that could be disputed. The Tenants did not receive any formal rent increase notice that could

be disputed. The amount of rent that is required to be paid under the oral terms of the tenancy is not evidence required to determine any of the matters contained in the application. Although at the hearing some indication was given about a determination of the amount of rent being paid, after further consideration and for the above reasons I decline to make a finding of how much rent is payable. However as the amount of rent payable or the amount of security deposit paid may become a dispute in the future I encourage the Parties to obtain documentary or witness evidence to support their oral evidence.

As none of the other claims made in the application had merit or were pursued by the Tenants. I decline to grant the Tenant recovery of the \$100.00 filing fee. In effect the application is dismissed in its entirety.

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: June 16, 2017

Residential Tenancy Branch