



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI FF

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, dated May 21, 2017 (the "Application"). The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that a rent increase imposed by the Landlord does not comply with an increase permitted by the Regulation; and
- an order granting recovery of the filing fee.

The Tenants attended the hearing on their own behalves. The Landlord attended the hearing on her own behalf. All parties giving evidence provided a solemn affirmation.

The Tenants testified that their Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Landlord by registered mail on or about May 29, 2017. The Landlord confirmed receipt on June 3, 2017, and I find the Application package was received on that date.

The Landlord submitted three pages of written submissions in response to the Tenants' Application. She testified these were served on the Tenants by registered mail on June 14, 2017. The Tenants denied receipt. In any event, I find the Tenants are not prejudiced by my considering the submissions as they were not needed to reach my Decision.

No further issues were raised with respect to service or receipt of the above documents. The parties were provided with a full opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Issues to be Decided

1. Are the Tenants entitled to an order that a rent increase imposed by the Landlord does not comply with an increase permitted by the Regulation?
2. Are the Tenants entitled to an order granting recovery of the filing fee?

Background

The Tenants submitted a copy of the written tenancy agreement between the parties into evidence. Although the Tenant J.W. had already been living in the rental unit, the parties entered into a new fixed-term agreement when the Tenant M.P. moved in. The new tenancy began on July 1, 2016. It ended on June 30, 2017, when the Tenants moved out of the rental unit. Throughout the new tenancy, rent in the amount of \$1,200.00 per month was due on the first day of each month. The Tenants paid a pet damage deposit of \$750.00, which was returned to the Tenants at the end of the tenancy.

The Tenants sought to be reimbursed for what they described as an illegal rent increase of \$250.00 per month for the 11 month period from July 1, 2016 to May 31, 2017, which totaled \$2,750.00. They submitted that a rent increase from \$950.00 per month to \$1,200.00 per month when the Tenant M.P. moved into the rental unit was contrary to the Regulations.

The Tenants also sought compensation related to the \$750.00 pet damage deposit, which they submitted was in excess of what is permitted under the Act. The Tenants did not recall what the Tenant J.W. paid as a security deposit at the beginning of his original tenancy some five years previous.

The parties added they felt “threatened” and “coerced” to sign the new tenancy agreement and pay the pet damage deposit.

The Landlord testified she was disappointed the Tenants had commenced these proceedings, and that her relationship with the Tenant J.W. was fine until the Tenant M.P. moved into the rental unit.

Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

The Tenants sought to be reimbursed for what they described as a rent increase that was imposed contrary to the Regulations. However, after careful consideration of the evidence before me, I find the Landlord did not increase rent contrary to the Regulations. Parties are entitled to modify tenancies by agreement. In this case, I find the Tenants agreed to pay rent in the amount of \$1,200.00 per month, as evidenced by the tenancy agreement signed by the parties on June 28, 2016. The Tenants continued to pay rent when due for the duration of the tenancy. Although the Tenants submitted that they felt the Landlord acted in a threatening and coercive manner, I find there is insufficient evidence before me to conclude the tenancy agreement was signed under duress.

In light of the above, the Tenants' Application is dismissed.

Conclusion

The Tenants' 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: July 14, 2017

Residential Tenancy Branch