



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order disputing an additional rent increase.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord as the landlord acknowledged receipt of the same.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order disputing an additional rent increase?

Background and Evidence

The tenancy began on July 1, 2003. The rent was initially \$660 plus \$15 for parking per month payable in advance on the first day of each month. The tenant paid a security deposit of \$330 at the start of the tenancy.

On February 21, 2008 the landlord served a Notice of Rent Increase in the approved form increasing the rent to \$700 \$15 in parking effective June 1, 2008.

On January 30, 2011 the landlord served another Notice of Rent Increase in the approved form increasing the rent from \$685 plus \$15 for parking to \$715 per month payable in advance commencing May 1, 2011.

On March 17, 2015 the landlord served a Notice of Rent Increase in the approved form increasing the rent from \$700 per month to \$715 per month commencing July 1, 2015.

In February 2017 the landlord presented a document to the tenant which she signed that increased the rent to \$765 commencing June 1, 2017 and a further \$40 next year.

The agent for the tenant submits this agreement is not enforceable. The tenant is 92 years of age. English is not her first language. She felt intimidated and compelled to sign it fearing that the landlord would evict her if she did not. The landlord disputes this evidence. She referred to the previous Notices of Rent Increase. She testified the building manager who served the Notice would have explained the process to the tenant. Other tenants did not agree to the increase.

Analysis

A landlord can increase the rent in either of three ways:

- a. By serving a Notice of Rent Increase in the approved form increasing the rent to the allowable amount as set by Regulations. The tenant cannot dispute such a rent increase provided the landlord has followed the process set out in the Act and Regulations. .
- b. By applying to the Residential Tenancy Branch for an order for an additional rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.
- c. An amount agreed to in writing by the tenant.

The landlord submits the tenant agreed to the rent increase of \$50 commencing this year and \$40 for next year. She submits these amounts are substantially below market value. The tenant submits the alleged agreement should not be enforceable.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties agree in writing to a rent increase of \$50 per month for the next two years and the rent shall be \$765 per month commencing June 1, 2017 and on the first day of each month thereafter until May 31, 2019.
- b. The landlord shall not increase the rent apart from what is set out above during the two year term.

Conclusion

As a result of the settlement I ordered the rent shall be \$765 per month payable in advance on the first day of each month commencing June 1, 2017 and ending May 31, 2019 and that the landlord is prohibiting from any further rent increases during this two year term.

This decision is final and binding on both parties.

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: August 25, 2017

Residential Tenancy Branch