



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI

### Introduction

On October 30, 2017, the Tenant submitted an Application for Dispute Resolution to dispute a rent increase.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Issues

The Landlord pointed out that the spelling of his surname within the Tenant's application is incorrect. The Tenants agreed to amend the application to the correct spelling. The Application was amended accordingly.

### Issues to be Decided

- Did the Tenant receive an illegal rent increase?

### Background and Evidence

The Landlord and Tenant both testified that the tenancy is a month to month tenancy that began on June 21, 2016. The Tenants testified that they are currently paying rent in the amount of \$1,750.00 per month. The Landlord testified that the Tenants should be paying \$2,025.00 per month.

The Tenants testified that a tenancy agreement was reached to pay reduced rent in exchange for labor to repair the rental house.

The Tenants testified that they signed the Rental Application / Agreement that states they would pay \$1,500.00 rent from August 1-2016 until July 31, 2017, and thereafter the rent would increase to \$2,025.00 monthly.

The Tenants submitted that the amount of work to repair the house was greater than they anticipated, so they contacted the Landlord to renegotiate the terms of the tenancy. The Tenants submit that in July 2016, the parties agreed that on August 1, 2017, the Tenants would pay \$1,750.00 until August 1, 2018, at which time the rent would increase to be \$2,025.00.

The Tenants submitted that the Landlord left with the written agreement but did not provide them with a copy. The Tenants submitted that they began paying the Landlord \$1,750.00 on August 1, 2017, and the Landlord contacted them looking for rent in the amount of \$2,025.00. The Tenants submitted that the Landlord has no recall of the agreement.

The Tenants point out that the Rental Application / Agreement is not signed by the Landlord. The Agreement states it is valid only if countersigned by Landlord.

In response to the Tenant's testimony, the Landlord testified that there was no discussion with the Tenants regarding a reduction in rent to \$1,750.00.

The Landlord referred to another agreement dated June 21, 2016, that specifies the work to be completed on the rental property for reduced rent of \$1,500.00 for one year. The Landlord submitted that the terms of the tenancy agreement are very clear.

With respect to the Rental Application / Agreement that is not signed by the Landlord, the Landlord submitted that he did not sign it because he wanted to wait and see if the Tenants would pay the rent of \$2,025.00 on August 31, 2017.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

When two parties provide different but equally believable testimony, the Applicant has the burden to prove the claim. The Tenants must prove that the parties reached another agreement regarding the amount of rent to be paid in exchange for work to the property.

The Tenants did not provide a copy of a written agreement showing that the terms of the initial tenancy agreement were changed by mutual agreement. There is insufficient evidence from the Tenants to prove there was another agreement.

The Tenant's application to dispute the terms of the initial tenancy agreement is dismissed.

Despite the fact that the Agreement is not signed by the Landlord, I find that the terms of the initial tenancy agreement are valid. The Tenants agreed to pay \$1,500.00 rent from August 1, 2016, until July 31, 2017, and thereafter the rent would increase to \$2,025.00 monthly. The Tenants adhered to the agreement and did not raise the issue regarding the Landlord's signature until this hearing.

### Conclusion

The Tenant's Application to dispute a rent increase 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: January 17, 2018

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Residential Tenancy Branch