



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes DRI OLC LRE AAT AS FF

Introduction

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

- an order regarding a disputed additional rent increase pursuant to section 43;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the tenant's application and evidence on file.

At the outset of the hearing, the tenant advised that although her application was seeking various remedies under the Act, the sole issue in dispute was the issue of a rent increase.

Issues

Is the rent increase imposed by the landlord valid?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background & Evidence

The tenancy originally began on March 19, 2012 and a written tenancy was entered into on this date, albeit with a previous landlord. The only tenant listed on that agreement is tenant C.C (the “tenant”). The monthly rent under that agreement was \$615.00 per month.

On October 18, 2018, a new agreement was drafted which named both the tenant C.C. and J.C. as tenants. This agreement was only signed by tenant J.C. The monthly rent as per this agreement is \$715.00 per month. J.C. is the tenant C.C.’s son.

The tenant testified that in mid-October 2018 she was out of town for work when her son accidentally locked himself out of the rental unit. The tenant testified that her son was helping look after the place while she was away. The tenant submits the landlord forced her and her son to agree to new rental terms adding her son as an occupant and increasing the rent before allowing him access to the unit. The tenant submits her son only signed the agreement in order to get the door open and she never agreed to the new terms. The tenant’s son is in his mid-twenties. The tenant submits she was forced to pay pro-rated increased rent for the remainder of October 2018 and has been paying the increased amount since. The tenant filed this application on October 19, 2018 immediately after the incident.

The landlord submits that the original tenancy agreement stipulates that only the tenant named in the agreement is permitted to permanently occupy the rental unit. The tenancy agreement stipulates that this is a material term of the agreement a breach of which could result in grounds for termination.

The landlord submits that the tenant’s request to have her son let into the rental until while she was away alerted him that the tenant was in breach of her agreement. The tenant confirmed in her text message that her son would be staying there for the winter into spring time while she was away. Instead of issuing the tenant a One Month Notice to End Tenancy the landlord tried to find an alternative way to work with the tenant. The tenant was provided the option of entering into a new agreement naming her son as a co-tenant at an increased monthly rent amount. The tenant acknowledged by e-mail communication that she had read and agreed to the new agreement. The tenant was

supposed to sign the new agreement when she returned from her trip but never did. The tenant's son signed the agreement.

The landlord submits that he was under no obligation to allow access to the rental unit for someone not listed in the tenancy agreement and the tenant was not under any obligation to agree to the new agreement. The tenant was provided the option and she agreed to the new lease at the time.

Analysis

I find the evidence supports that the tenant was potentially in breach of a material term of her original tenancy agreement by having an additional occupant not named in the original lease. The original lease clearly indicates that the tenant is to be the sole occupant of the rental unit. The tenant acknowledged that her son was staying in the rental unit from throughout the winter and into the spring time. I accept the landlord's testimony and evidence that the tenant was provided with the option of entering into a tenancy agreement including her son as a tenant at an increased monthly rent. The tenant had the option of accepting this or potentially being served with a One Month Notice to end her tenancy. It may be that the tenant was in a difficult predicament at the time as her son was locked out of the rental unit, but nevertheless, it was due to the tenant's own potential breach and the tenant ultimately had the choice of agreeing to the new terms or not. I find the landlord was under no obligation to allow a person not named in the tenancy agreement access to the rental unit.

I find the parties entered into a new tenancy agreement effective October 18, 2018 and are bound by this agreement.

The tenant's application is dismissed without leave to reapply.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

Conclusion

The tenant's application is dismissed without leave to reapply.

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: December 21, 2018

Residential Tenancy Branch