



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, MNDCT, OLC, FFT

### Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. 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.

### Issue(s) to be Decided

Is the tenant entitled a monetary order as claimed?

Is the tenant entitled to an order compelling the landlord to comply with the Act, regulation or tenancy agreement?

Was there a rent increase that was not in accordance with the regulations?

### Background and Evidence

The tenant gave the following testimony. The tenant testified that the tenancy began on February 1, 2006 with a current monthly rent of \$2200.00. The tenant testified that the rent was originally \$1500.00. The tenant testified that he became the "primary tenant" about ten months later whereby the basement tenant, BG ;would pay him his share of \$700.00 towards the \$1500.00 total rent. The tenant testified that the landlord gave eight rent increases without using the approved forms from the Branch as required and that six of the increases were in excess of the allowable amount as per the regulations.

The tenant testified that the landlord would ask for "voluntary rent increases" or would threaten to sell the house. The tenant testified that as a result of the threats his mental health suffered as a result of the severe anxiety and stress about his housing. The tenant testified that he only became aware of his rights to challenge this in April or May of this year. The tenant seeks a monetary order of \$35000.00 for the illegal rent increases and for compensation as he has lost his quiet enjoyment due to this situation and the landlords' constant threats.

The landlords gave the following testimony. WW testified that the rent has always been \$2200.00 since the start of the tenancy. The tenant occupied the upper portion of the home and paid \$1500.00 and that BG rented the basement for \$700.00 equalling \$2200.00. WW pointed out that the tenants own documentation reflects payments made by him and BG that supports the landlords' position. WW testified that the parties all agreed to have PK become the primary tenant so that only one person was paying, however the amount never changed over the 13 years. WW testified that after BG moved out PK continued to rent out the basement to numerous people and made a lot of money off of their property.

JW testified that in 2011 the tenant approached him and advised him that he lost all of his money on the stock market and that he couldn't pay the rent. JW testified that he and his wife are big hearted Christian people that believe they should help people when they can. JW testified that he felt the tenant was a dear trusted friend and that he would help him get through the rough time. JW testified that he lowered the rent to assist the tenant, not raise it. JW testified that the increases the tenant is referring to is the increased amount that he was able to pay to get the rent back up to \$2200.00. JW testified that some months the tenant didn't pay anything. JW testified that he is the one that has lost thousands and thousands of dollars in revenue in attempts to help his friend. JW testified that the tenant only started paying the full \$2200.00 as of August 2018. JW testified that his wife is so distraught and sick over this situation. JW testified that the tenant has taken advantage of their friendship and now intends to extort two big hearted seniors for \$35,000.00.

### Analysis

Given the contradictory testimony and positions of the parties, I must first turn to a determination of credibility. I have considered the parties' testimonies, their content and demeanor as well as whether it is consistent with how a reasonable person would behave under circumstances similar to this tenancy.

Considered in its totality I find the landlords to be more credible witnesses than either the tenant or JS. The landlords provided consistent, logical testimony which was supported with documentary evidence where available. The landlords admitted when they could not recall specific facts and, where appropriate, referred to their notes and documents prepared prior to this hearing to assist their recollection. JW was especially compelling when giving testimony. He provided very detailed clear, concise and credible testimony about dates and the chronology of the events.

Conversely, I found the tenant to be argumentative, focused on irrelevant matters and conducted himself in an irrational manner. I found that much of the tenant's submissions to have little to do with the matter at hand and was concerned with attacking the landlord and making himself appear to be the wronged party. The tenant offered excuses as to why he waited 13 years to file an application instead of offering information. The tenants testimony raised more questions than answering them. I did not find the tenant's witness to be credible. She snickered and laughed when she pointed out that it's "just a coincidence" that they filed this application when the tenant found out the home was for sale.

In addition, the tenant has failed to provide sufficient evidence to show that his rent was raised at any point. WW provided clear and detailed testimony and documentation showing that the rent was \$2200.00 when the tenancy began and to this day, is still \$2200.00. The tenants explanation of the alleged rent increases were illogical and without sufficient supporting documentation. I find that the explanation provided by JW to be the more likely version of the events, on a balance of probabilities, and therefore, I find that the tenant is not entitled to any compensation as claimed for "illegal rent increases".

The tenant has not provided sufficient evidence to show that the landlord compromised his quiet enjoyment and therefore is not entitled to any compensation for that; accordingly, I dismiss that portion of his claim.

The tenant has not provided sufficient evidence to warrant an order being issued to have the landlord comply with sections 5, 28, 44, 47, 52, 54, or 95 as the tenant

requested as he has not provided sufficient evidence to show that the landlord has breached any of those sections.

The tenant has not been successful in any portion of his application and is not entitled to the recovery of the filing fee.

### Conclusion

The tenants' application is dismissed in its entirety 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: July 16, 2019

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Residential Tenancy Branch