



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI

Introduction

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

- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlords with the notice of hearing package and the submitted documentary evidence. The landlords stated that no documentary evidence was submitted by the landlords. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties were properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the tenant entitled to a determination regarding a dispute of an additional rent increase by the landlord?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 1, 2018 on a fixed term of 3 years until January 31, 2021 as per the submitted copy of the signed tenancy agreement dated November 30,

2017. The monthly rent began at \$1,800.00 payable on the 1st day of each month. A security deposit of \$900.00 was paid.

An amendment to the agreement dated April 23, 2020 was made which focus/s on 5 points listed.

The tenant seeks to dispute a rent increase that is above the amount allowed by law and has provided written details which state,

02/18 rent 1800, 02/19 rent 1845, 02/20 rent 1893. May 2020 rent \$2068 (1893 + 175) landlords increase the rent because I have roommates. Back story – 02/2018, I was to move in with a roommate, but she relocated for work. I explained I would be looking for other roommates to the landlord. He said that was okay and to let him know. 06/2018, a football billet came to stay with me, over time various sports players, roommates and students have stayed here, the landlord was informed.

The tenant clarified that she signed an amendment to the tenancy agreement which allows for a rent increase of \$175.00 on April 23, 2020. Condition #4 of the Amendment states,

4. The rent will increase for three Billets to \$175.00 per month payable at the 1st of each month to cover an additional insurance deductible and wear and tear on the house.

The tenant argued that she signed the amendment because:

- a) I thought I had to*
- b) I was dealing with a personal crisis at the time*
- c) Completely stressed out by the loss of my second job due to Covid19*

The tenant stated that because of this the landlord imposed an illegal rent increase of \$175.00 per month and the tenant feels that this is contrary to the Act. The tenant provided no evidence of coercion or force on the part of the landlord to sign the dated amendment. The tenant in fact stated that this is what she “felt inside” due to the circumstances at that time.

The landlord disputed this claim stating that over a period of 1 month, the landlord claims that the tenant had a “liberal” communication exchange over this issue with the landlord. The landlord stated that the reason for the increase was because the tenant's

“billet” which the landlord states is not the accurate term was allowing additional roommates into the rental property which caused the landlords insurance to increase due to the number of occupants in the rental.

The landlord stated that the tenant was allowing anywhere from 1-4 additional temporary unknown “billets” into the rental property as her roommates. The tenant argued that it was only between 1-3 additional roommates at any time but confirmed that they were essentially additional temporary roommates.

Analysis

Section 40 of the Act states in part that “rent increase” does not include an increase in rent that is: a) for one or more additional occupants

In this case it is clear based upon the undisputed direct testimony of both parties that the purpose of the amendment was to address the tenant’s frequent additional temporary “billets” (also known as roommates). This is supported by Condition #1 of the Amendment which states,

1. The Landlords have agreed to change in clause 9 of the current lease agreement dated 30th day of November, 2017 and ending on 31st day of January, 2021. The change allows the Tenant to have three Billets for the remaining term of this lease.

Pursuant to section 43 of the Act, a landlord may impose a rent increase only up to the amount:

- (a) calculated in accordance with the regulations,
- (b) ordered by the director, or
- (c) agreed to by the tenant

In this case, both parties confirmed that a signed “Amendment” dated April 23, 2020 was agreed to in writing by both parties. I also find that the tenant has failed to provide any evidence that she was coerced or forced to sign the dated amendment.

I find on this basis that the tenant has failed to provide sufficient evidence of a rent increase imposed above the amount allowed by law. In this case, the “rent increase” was an increase in rent for additional occupants which the landlord claimed was the cause of an increase in his insurance costs and for wear and tear as indicated in the signed “Amendment”. This is supported by Amendment Condition #1 as stated above.

Conclusion

The tenant's 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: August 25, 2020

Residential Tenancy Branch