



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants disputing a rent increase and seeking a monetary order to recover the filing fee from the landlord for the cost of the application.

Both tenants and the landlord attended the hearing, and the landlord was accompanied by her daughter-in-law who acted as agent for the landlord, due to the landlord's broken English. Both tenants and the landlord's agent gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

No issues with respect to service or delivery of documents or evidence were raised and all evidence provided has been reviewed and is considered in this Decision.

At the commencement of the hearing, the parties agreed that the spelling of the landlord's given name is incorrect on the tenants' Application for Dispute Resolution, and the parties agreed to amend the application. The frontal page of this Decision reflects that amendment.

Also, during the course of the hearing, the landlord agreed to comply with the *Residential Tenancy Act* by providing the tenants with quiet enjoyment of the rental unit, and I so order.

Issues to be Decided

Have the tenant established that rent has been increased contrary to the *Residential Tenancy Act* or the regulations?

Background and Evidence

The first tenant (IC) testified that this tenancy began on May 1, 2015, and the tenants still reside in the rental unit. Rent is currently \$900.00 per month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$350.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite, and the landlord resides in the upper level of the rental home with the landlord's son and daughter-in-law. Another basement suite is occupied by another son of the landlord.

The parties had entered into a tenancy agreement for \$800.00 per month, and a new tenancy agreement was signed on November 21, 2018 by the tenants and on November 26, 2018 by the landlord, for a fixed period from December 1, 2018 and expiring on December 1, 2020. A copy has been provided for this hearing and it specifies rent in the amount of \$900.00 per month. The tenant testified that someone told her that if she didn't sign the new tenancy agreement, the landlord could make the tenants move out and could re-rent to another tenant. The tenant does not recall who told her that, but the landlord has never served a notice to end the tenancy.

The second tenant (LKWW) testified that it is not fair. The tenants are poor but have nowhere else to live, and justice is justice.

The tenant does not know why she signed the tenancy agreement, and testified that she doesn't know the law. The tenant called the Residential Tenancy Branch and told the person on the phone that the percentage of the increase was not correct. The person on the phone told the tenant that she had 2 years to make the application. The tenant was also told that the landlord could remove the tenants if they didn't sign the tenancy agreement, but does not recall who told her that, or if it was before or after the tenancy agreement was signed.

The landlord's agent testified that if the landlord had known about the law, the rent would have been increased every year. The landlord works 2 jobs, and did have a good relationship with the tenants.

The first tenancy agreement was for a tenancy commencing May 1, 2015, expiring on May 1, 2016 for rent in the amount of \$800.00 per month.

A new tenancy agreement specified a fixed-term from December 1, 2016 and expiring on December 1, 2018 for the same amount of rent.

Another tenancy agreement specified a fixed-term from December 1, 2018 to December 1, 2020 for rent in the amount of \$900.00 per month.

The landlord did not know that a tenancy agreement was required, and the tenant insisted. All contracts were drawn up by the tenants. The parties had discussed a rent increase prior to the latest tenancy agreement being signed, and the parties agreed. All utilities are included in the rent except for internet, cable and telephone.

The landlord never told the tenants they would have to leave if they didn't sign the new tenancy agreement. It's never been brought up to the landlord that the increase was a problem. If the landlord had increased the rent annually, the rent would now be \$932.75.

Analysis

The tenants are correct that a landlord may only increase rent by a certain percentage, but may do so each year, unless the tenants agree in writing.

By signing the new tenancy agreement, the tenants agreed in writing, and therefore, I find that the landlord has not acted contrary to the law. If the tenants were given a Notice of Rent Increase for an additional \$100.00, that would be contrary to the law. Since the tenants agreed in writing, I must dismiss the tenants' application.

Since the tenants have not been successful with the application, the tenants are not entitled to recovery of the filing fee.

Conclusion

For the reasons set out above, and by consent, I hereby order the landlord to provide the tenants with quiet enjoyment of the rental unit, free from unreasonable disturbances.

The tenants' application disputing a rent increase is hereby 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: October 02, 2020

Residential Tenancy Branch