



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary compensation for monetary loss or money owed, and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing .

The landlord confirmed they received the tenant's evidence. The tenant stated they did not receive the evidence of the landlord.

The landlord testified that they sent their evidence to the tenant by registered mail on November 2, 2020. The landlord provided the Canada post tracking number. This history shows that the tenant. The tenant stated they do not regularly check their mail and they would have expected to receive the landlord's evidence earlier.

In this case, I have allowed the landlord's evidence to be permitted at this hearing. The tenant was served in accordance with the Residential Tenancy Rules of Procedure and the Act. I find the tenant was deemed to have received the landlord's evidence on November 7, 2020. Simply because the tenant chooses not to check their mail on a regular basis does not rebut the deemed served provision of the Act as this was within their control.

Issue to be Decided

Is the tenant entitled to monetary compensation?

Background and Evidence

The tenant testified that when their tenancy commenced it was based on her and her husband living in the rental unit. The tenant stated that her husband left, and the landlord increased her rent each time they got a new roommate.

The tenant testified that her rent of \$1,385.00 in 2016, was raised in 2017 to \$1,505.00, and in 2018 it was raised to \$1,579.00. Filed in evidence are copies of rental applications. The tenant stated that the same amount of people were living in the rental unit and this was simply an illegal rent increase.

The landlord testified that they never illegally increased the tenant's rent. The landlord stated that the tenant had multiple co-tenant under different agreements. The landlord stated when one tenancy would end, the tenant and the new co-tenant would negotiate a new tenancy.

The landlord testified that on November 1, 2017, the tenant entered into a new tenancy agreement with a new co-tenant and the agreed upon rent was the amount of \$1,505.00. The landlord stated that tenancy was later ended by mutually agreement effective August 31, 2018. Filed in evidence is a copy of the tenancy agreement and mutual agreement to end the tenancy.

The landlord testified that the tenant wanted to remain in the rental unit and negotiated a new tenancy agreement with another new co-tenant. The tenancy started on September 1, 2018, and the agreed upon rent was the amount of \$1,579.00. Filed in evidence is a copy of the tenancy agreement.

Analysis

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

The Residential Tenancy Policy Guideline 13. Rights and Responsibilities of Co-tenants in part states the following in section E., Ending a Tenancy.

A tenant can end a tenancy by giving the landlord a written notice. A tenancy may also end if the landlord and any tenant or co-tenant mutually agree in writing

to end the tenancy. When a tenancy ends in these circumstances, the notice or agreement to end the tenancy applies to all co-tenants.

Co-tenants wishing to remain in the rental unit after a notice to end the tenancy has been given should discuss the situation with the landlord. If the landlord agrees to the tenant staying, the landlord and tenant must enter into a new written tenancy agreement.

In this case, the tenant has had multiple co-tenants under different tenancy agreements, which were ended by mutual agreement. When a co-tenant ends the tenancy, this ends the tenancy for all tenants under that agreement. Should a tenant want to remain after the tenancy has ended, under a new agreement, it is up to that tenant to negotiate a new tenancy agreement with the landlord.

This negotiation was done when the tenant and new co-tenants completed rental applications and entered into written tenancy agreements with the landlord. I find these are new tenancy agreements with different parties and are not an illegal rent increase.

Based on the above, I find the tenant has failed to prove a violation of the Act, by the landlord. Therefore, I dismiss the tenant's application without leave to reapply. Since the tenant was not successful, I find the tenant is not entitled to recover the cost of the filing fee.

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 2, 2020

Residential Tenancy Branch