



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRILLION REALTY CORPORATION and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, MNDCT

Introduction

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

- an order regarding a disputed additional rent increase pursuant to section 43; and
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to make arguments. Both parties confirmed that they had exchanged their documentary evidence.

Issue to be Decided

Is the tenant entitled to an order correcting past rent increases?

Is the tenant entitled to a monetary award for compensation arising out of this tenancy?

Background, Evidence

The tenant's testimony is as follows. The tenancy began on October 1, 2015 and is ongoing. The tenant is obligated to pay \$1417.00 per month in rent in advance and on the first of each month. The tenant testified that the landlord imposed illegal rent increases over her tenancy. The tenant testified that despite the move out clause on the first two agreements, the landlords did not follow the Residential Tenancy Act Regulations for rent increases. The tenant testified that she has post traumatic stress disorder and that the landlords used their power over her to impose illegal rent

increases. The tenant testified that she has overpaid \$6832.00 in rent. The tenant also seeks a penalty of \$1766.40; for a total amount of \$8598.40 being sought. The tenant testified that since her tenancy was ongoing the landlord was not entitled to raise rent above the regulations.

The landlords gave the following testimony. BW testified that the landlord has always acted in accordance with the Residential Tenancy Act. BW testified that as per the Act in 2016 and 2017, they were entitled to have the tenancy end at the end of the term, whereby the parties were able to negotiate new terms or terminate the tenancy. BW testified that the tenant willingly agreed to all terms for the contracts for 2016 and 2017. BW testified that when the Act was amended in December 2017 to no longer allow this process, the landlord issued the proper rent increases on the prescribed forms in accordance with the Act and Regulations. BW and ZV both testified that the tenant never mentioned that she had an issue with the rent increases or that she had any stress or anxiety condition until they received the paperwork for this hearing.

Analysis

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 arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

As noted above, as the tenant is the applicant; they bear the burden of providing sufficient evidence to support their claim. The tenant submits that the landlord failed to act lawfully, I do not agree with the tenant. I find that the landlord has acted in accordance with the Residential Tenancy Act as it was available to them at the time in 2016 and 2017. I further find that the landlord abided by the new amendments that were imposed on December 11, 2017. The tenant had the option of either signing the new

agreements as presented by the landlord or, negotiate terms, or terminate their tenancy. The tenant advised that she had accepted and paid the amounts in full as presented; therefore, I find that the tenant accepted the terms presented by the landlord. Based on the above, I find that the tenant has not been successful in any portion of her application.

Conclusion

The tenant's 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: January 04, 2021

Residential Tenancy Branch