



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 an Application for Dispute Resolution by the tenant to dispute a rent increase.

This matter commenced on April 19, 2021 and was adjourned to today's date August 16, 2021 at 9:30 am.

On August 16, 2021, the landlords and the landlord's legal counsel appeared. The tenant did not appear.

I have reviewed the records of the Residential Tenancy Branch (the "RTB"). The record shows the tenant was sent by email the interim decision and new notice of hearing on April 19, 2021. This was the email address the tenant provided the RTB for service and confirmed on April 19, 2021 at the hearing.

I have reviewed the Notice of Hearing dated April 19, 2021, and it shows the date of August 16, 2021 at 9:30am with the correct access code.

The records of the RTB further show that on August 13, 2021 the tenant was sent a Dispute Resolution Proceeding Reminder, to the email address provided by the tenant.

As the tenant did not appear and the hearing proceeded in the tenant's absence.

Procedural Issue

I note when I called into my 11:00 AM hearing, that was not the subject to this dispute and had different parties. The tenant was on the conference line. The tenant was informed that they had missed their hearing and that I had made a final decision based on the evidence submitted and their application was dismissed. The tenant was informed that failing to read the notice of hearing dated April 19, 2021 and use the correct access code was within their control and not grounds for review.

Issue to be Decided

Should the rent increase be cancelled?

Background and Evidence

The tenant submits in their application that the tenancy began on October 31, 2006. Rent in the amount of \$900.00 was payable on the first of each month. The tenant indicates in their application that they paid a security deposit of \$350.00. The landlords at the hearing did not dispute this, as they inherited the tenancy through the death of the original landlord.

The tenant submits in their application the following,

“Landlord is requesting a \$50.00 increase on February 1, 2021 and then another increase on June 1, 2021 of \$150.00 to make a total increase of \$200.00 by June 1, 2021. The landlord has also forced me to sign a tenancy agreement that is incorrect or else I will be evicted. ...”

[Reproduced as written.]

Counsel for the landlords submits that on October 30, 2020 the landlord asked the tenant if they would agree to a rent increase of \$200.00. Filed in evidence is a copy of the letter.

Counsel for the landlords submits that on October 31, 2020 the tenant agreed to a rent increase that was above the allowable amount. A copy of the letter was filed in evidence by the landlords which reads as follows. This is signed by the tenant.

“I am sorry that the rent payment situation is now grossly unfair to you. Therefore, **I agree** to enter into a written agreement, as well as an increase in my monthly rent by \$200. **So my monthly rent will be \$1,100.**

At the same time, now, due to the pandemic. I do not have a job and am in a strained financial situation. Therefore, please do not increase the rent while I am not employed.”

[Reproduced as Written.]
[My Emphasis Added.]

Counsel for the landlords submits that on October 31, 2020 the landlords responded to the tenant with the following.

“We understand that due to the pandemic, it will be difficult for you to pay \$1,100.00 monthly for your home rent. Therefore, we propose the following.

If you start working in February 2021, your monthly payment will be \$950. The same offer applies to May 2021. Full payment of \$1,100 rent will begin June 2021.

If in February or March you get a job, then the payment in these months will be \$1100.”

[Reproduced as Written.]

The letter further show that the tenant wrote “I agree with term” and signed the document.

Counsel for the landlords submits on December 22, 2020, the parties entered into a new tenancy agreement and the rent that was previously agreed upon of \$1,100.00 was to take effect on February 1, 2021, with term 3 in schedule B to be considered. That the tenant would pay the amount of \$950.00 per month from February 1, 2021 to May 31, 2021, if unemployed due to the pandemic. However, rent as of June 1, 2021, would be \$1,100.00.

Counsel submits that the landlord’s original copy of the tenancy agreement was destroy and the copy the tenant provided as evidence, as directed in the interim decision, has been altered by the tenant as the copy they received from the tenant had crossed out term 3 in schedule B.

Counsel for the landlord submits the tenant did not pay the amount of \$950.00 from February 1, 2021 to May 1, 2021 or the agreed upon rent of \$1,100.00 commencing June 1, 2021. Counsel submits the tenant is now in rent arrears.

Analysis

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

Section 43(1) of the Act states a landlord may impose a rent increase only up to the amount

- (a)calculated in accordance with the regulations,
- (b)ordered by the director on an application under subsection (3), or
- (c)agreed to by the tenant in writing.**

In this case, I accept the submission of the landlord's and I reject the tenant's written submission that they were forced into signing the tenancy agreement dated December 22, 2020. The landlord's submission is supported with documentary evidence that this rent increase was agreed upon by the tenant in writing on October 31, 2020, prior to the parties signing the new tenancy agreement confirming the agreement.

I find it troubling that the tenant did not provide a copy of the written letter of October 31, 2020, as evidence or disclose this information in their application. Further, there was no evidence before me that leads me to believe that the tenant was threatened with eviction as alleged in their application.

I have reviewed the copy of the tenancy agreement and schedule B filed in evidence by the tenant. The copy the tenant provided as evidence to the Residential Tenancy Branch **does not** have term 3 in schedule B crossed out. If the tenant altered the documentary evidence given to the landlord that could be considered falsifying a document which could have a serious consequence if proven, as the tenant was required to give the landlords an identical copy of their evidence submitted for this hearing.

I find the tenant agreed in writing to the rent increase on October 31, 2020, which was later written into a new tenancy agreement dated December 22, 2020, I find the tenant is bound by that agreement.

I find the rent payable by the tenant is \$1,100.00 per month as shown in the tenancy agreement commencing February 1, 2021. However, that amount will be reduced to \$950.00 for the months of February, March, April, and May 2021 as shown in schedule B term 3 due to the pandemic. June 2021 rent and all subsequent rent is payable at the rate of \$1,100.00.

Based on the above, I dismiss the tenant's application without leave to reapply.

The tenant should note that they may be in rent arrears if they have not paid the rent as indicated above and should rectify any rent deficiencies to ensure that their tenancy is not at risk.

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: August 17, 2021

Residential Tenancy Branch