



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code MNDCT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on September 29, 2021. The Tenant applied for a monetary order for money owed or compensation for damage or loss.

The Tenant attended the hearing and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant testified the Notice of Dispute Resolution Proceeding package was served on the Landlord by registered mail sent to the Landlord's address for service as indicated on the tenancy agreement on October 9, 2021. The Tenant referred to a receipt which included the tracking number. The Tenant also testified it was attached to the door of the rental unit on October 8, 2021.

Pursuant to sections 89 and 90 of the Act, documents served by registered mail are deemed to be received five days later. I find these documents are deemed to have been received by the Landlord on October 14, 2021.

The Landlord did not submit documentary evidence in response to the Tenant's application.

The Tenant was given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?

Background and Evidence

The Tenant testified the tenancy began on August 1, 2016. Rent of \$1,600.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$800.00, which was returned to the Tenant. The tenancy ended on March 31, 2021.

The Tenant testified the Landlord imposed a number of illegal rent increases during the tenancy. In support, the Tenant submitted a spreadsheet she prepared, two tenancy agreements, and a type-written summary.

The spreadsheet indicates that on September 1, 2017, rent increased to \$1,912.42, in excess of the maximum allowable increase permitted under the Act and the Residential Tenancy Regulation. The signed tenancy agreement submitted into evidence confirms the amount of the increase to \$1,912.42 per month.

The spreadsheet also indicates that on June 1, 2018, rent increased to \$1,944.49 for one month and to \$1,976.56 on July 1, 2018. The Tenant also submitted into evidence a copy of a tenancy agreement effective July 15, 2018, which was signed on October 3, 2018. The signed tenancy agreement confirms the amount of the increase to \$1,976.56 per month. The Tenant testified she has paid rent of \$1,976.56 per month until she vacated the rental unit on March 31, 2021.

The Tenant testified the Landlord was “lackadaisical” about renting the property to the Tenant and frequently asserted she might have to sell the rental unit if she did not receive more rent. The Tenant testified she agreed to pay more rent because she really liked living there, but also felt bullied.

The Tenant also testified the Landlord did little or no maintenance during the tenancy, referring specifically to a leaking toilet and a hole in the ceiling.

The Landlord did not attend the hearing to dispute the Tenant’s evidence.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 41 of the Act confirms that a landlord can only increase rent in accordance with the Act.

Section 42 of the Act permits a landlord to *impose* a rent increase by issuing a notice of rent increase in accordance with that section.

Section 43 of the Act confirms that a landlord and a tenant may agree to a rent increase in writing, and that a tenant is not entitled to make an application for dispute resolution to dispute a rent increase that complies with the Act.

In this case, I find that the Tenant agreed to the rent increases in writing, in accordance with section 43 of the Act and as supported by the signed tenancy agreements submitted into evidence. I also accept the Tenant's testimony that she paid the increased rent because she liked living there. Accordingly, I find the Tenant is not entitled to the relief sought.

Considering the above, I find that the Tenant's application is dismissed without leave to reapply.

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: April 28, 2022

Residential Tenancy Branch