



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OLC

Introduction

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

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Are the tenants entitled to an order to have the landlord comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

The tenant gave the following testimony. The tenant testified that the tenancy began on January 1, 2021 and is ongoing. The tenant testified that when he moved in he believed that the rent would remain at \$1790.00 per month in perpetuity. The tenant testified that the landlord attempted to raise the rent after one year, and when he challenged them, they withdrew the increase. The tenant testified that the landlord has again attempted to raise the rent, hence this application. The tenant wants an order to be issued that his rent is to never go up.

The agent for the landlord gave the following testimony. The agent submits that the advertisement for the unit was poorly worded but the price reflected an all in one cost including rent, parking and wifi with no hidden fees and that was the intent of the advertisement that the tenant was relying on. The agent submits that the tenancy agreement clearly outlines that the term was for one year and after that time the landlord could increase the rent in accordance with the RTA. The agent submits at no time was there a guarantee that the rent would never go up.

Analysis

When a party makes an application, they bear the responsibility in providing sufficient evidence to prove their claim, the tenant has not done that. The tenancy agreement submitted by the tenant clearly outlines that the rent and term were for one year. That agreement also outlines that rent increases will be given in accordance with the RTA. The landlord is entitled to give rent increases as outlined in the Residential Tenancy Act and the Residential Tenancy Branch Regulations. The tenants request for an order is dismissed without leave to reapply.

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: April 03, 2023

Residential Tenancy Branch