



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenants on February 17, 2023, under the *Residential Tenancy Act* (the Act), seeking:

- An order for the Landlord to comply with the Act, regulation, and tenancy agreement.

The hearing was convened by telephone conference call at 9:30 am May 4, 2023, and was attended by the Tenants YS, and agent for the Tenants' HG (Agent), an interpreter for the Tenant RD (Interpreter), and the Landlord. All testimony provided was affirmed. As the Landlord acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), and stated that there are no concerns regarding the service date or method, the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that pursuant to the Rules of Procedure, recordings of the proceedings are prohibited, and confirmed that they were not recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration as set out above, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them.

Issue(s) to be Decided

Are the Tenants entitled to an order for the Landlord to comply with the Act, regulation, and tenancy agreement?

Background and Evidence

There was a disagreement between the parties about whether the tenancy is over or not. The Tenant and their Agent argued that the tenancy became month-to-month at the end of the fixed term on January 31, 2023. In contrast, the Landlord argued that the tenancy agreement contained a move out clause stipulating that the Tenants were to vacate the rental unit at the end of the fixed term on January 31, 2023. There was no dispute that the Tenants are still occupying the rental unit. Both parties submitted copies of a tenancy agreement in support of their positions, and their respective copies matched their positions with regards to whether the tenancy ended or continued on January 31, 2023.

The parties also agreed that the Tenant and the Landlord had discussed a rent increase of \$250.00 per month. The Tenant stated that they did not agree to this amount as it is more than the allowable increase amount, more than they can afford, and they were not properly served with a notice of rent increase. The Landlord stated that their daughter's rent was too high, so she moved back in with them in anticipation of occupying the rental unit at the end of the fixed term tenancy agreement. The Landlord stated that their daughter was going to pay \$1,750.00 in rent to them for the rental unit, and as a result, they attempted to negotiate a rent increase with the Tenants in this amount to let them stay. The Tenant disagreed, stating that the Landlord had threatened to move their daughter in if they did not agree to the rent increase.

Analysis

The Act and the regulation clearly set out the requirements for rent increases and how and when both landlords and tenants may end a tenancy. I therefore order the Landlord to comply with Part 3 of the Act and Part 4 of the regulation with regards to rent increases.

I also order that both the Tenants and the Landlord comply with Part 4 of the Act with regards to ending a tenancy. More specifically, the Tenants must comply with section 45 of the Act if they wish to end their tenancy. The Landlord must comply with section 49 of the Act if they wish to seek an end to the tenancy so that their daughter may occupy the rental unit. In the alternative, they may file an Application for Dispute Resolution with the Residential Tenancy Branch (Branch), pursuant to section 55(2)(c) of the Act if they believe that the tenancy agreement contains a vacate clause that complies with the circumstances set out under section 97(2)(a.1) of the Act and section 13.1(2) of the regulation.

Conclusion

I order the parties to comply with the specified parts and sections of the Act and regulation set out above with respect rent increases and ending the tenancy.

This decision is made on authority delegated to me by the Director of the Branch under Section 9.1(1) of the Act.

Dated: May 5, 2023

Residential Tenancy Branch