



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

Both tenants and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

At the commencement of the hearing I determined that all evidence of the tenants has been provided to the landlord by registered mail on September 30, 2022. However, none of the landlord's evidence has been provided to the tenants. The landlord's evidence was provided to the Residential Tenancy Branch the day of the hearing, which is not permitted. A respondent must provide evidence to the Residential Tenancy Branch and to the applicants no less than 7 day prior to the hearing. Therefore, the landlord's evidence is not considered in this Decision.

Throughout the course of the hearing the landlord's demeanor was very disruptive and interruptive, repeatedly stating that she is a 78 year old senior and lives on rental revenue.

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for unlawful rent increases?

Background and Evidence

The first tenant (WC) testified that this fixed-term tenancy began on August 1, 2011 and reverted to a month-to-month tenancy after July 31, 2012 and the tenants still reside in the rental unit. Rent in the amount of \$1,950.00 was originally payable on the 1st day of each month, which is now \$2,400.00 per month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$1,509.68 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a condominium apartment, and the landlord does not live on the property. A portion of the tenancy agreement has been provided as evidence for this hearing.

The tenants have provided a Monetary Order Worksheet claiming unlawful rent increases and City bills, such as water. The water bill was sent to the landlord by the City, but the landlord decided to charge the tenants for it. The tenants did not get a bill from the landlord even though the tenants had requested it. The tenants paid the \$666.93 water bill directly to the landlord. The Monetary Order Worksheet totals \$5,071.93, which includes the water bill payment, however as a good faith gesture, the tenants agree to reduce the claim to \$2,500.00.

The tenants' evidence is a culmination of 12 years. The primary reason that the tenants have made this claim, is the landlord gave the tenants no choice because of the landlord's consistent threats of eviction. The tenants have complied with all of the landlord's requests without complaint, including increases of rent.

Since 2011 the landlord never said anything about water bills, then in 2020 the landlord wanted the tenants to pay the bills and when the tenants complained, the landlord threatened to evict and refused to provide a copy of the bill.

The tenants also asked the landlord to use the standard form for rent increases, and only once was that done, in 2019. All other rent increases were done verbally or by email. The landlord would get extremely annoyed and threaten eviction. Emails and voice mails have been provided for this hearing as evidence of such threats.

The second tenant (EC) testified that the tenants want the landlord to stop harassing the tenants and to stop threatening eviction because the tenants don't pay enough rent.

The landlord testified that the rental unit is a 3 bedroom condominium, and the rent should be \$3,500.00 per month. The landlord only charged \$2,400.00, and prior water bills have always been paid by the landlord. The landlord is a senior, 78 years old.

The tenants don't appreciate that the landlord gave the tenants such a good deal, and only increased the rent by \$100.00, and in 2022 it was only increased by \$7.00 but on January 4 the tenants paid \$2,307.00. They didn't even pay the \$7.00 increase. Rent is very low but the tenants don't appreciate it. The landlord also has to pay strata fees, and only gets to keep a portion of the rent. The landlord is a good landlord and doesn't overcharge.

In 2022 the landlord raised the rent by \$7.00 and the tenants paid \$2,387.00, but the following month they didn't pay the \$7.00 increase.

SUBMISSIONS OF THE TENANTS:

The landlord's behaviour is what the tenants go through every time, and have stopped communicating with the landlord verbally. Voice mails and emails show the landlord threatening to evict the tenants, and the tenants can't take it anymore. The tenants now pay \$2,400.00 per month, which they will continue to do even though the rent increases are not lawful, but the landlord still threatens and wants payment for the water bill. The landlord cannot add things to the rent that the tenants are not responsible for.

SUBMISSIONS OF THE LANDLORD:

The government allows increases in rent each year.

Analysis

Firstly, a landlord may increase rent once per year, but only in the amount permitted by the regulations, not an amount chosen by the landlord.

I have reviewed all of the evidence, particularly the Monetary Order Worksheet, which sets out the dates and amounts of unlawful rent increases. It shows that rent was increased in January, 2020 by \$100.00. The lawful increase amount for 2020 was 2.6%, which would amount to \$50.70 per month, not \$100.00 per month ($\$1,950.00 \times .026 = \50.70). Rent was increased by another \$87.00 per month commencing in May, 2021, and the allowable increase for that year was 0%.

I have also reviewed the tenancy agreement which clearly shows that water is included in the rent. A landlord may not change the terms of the tenancy agreement without the written consent of the tenants.

I have reviewed all of the tenants' evidentiary material, including audio recordings wherein the landlord demands more money.

The tenants' Monetary Order Worksheet sets out amounts due to the tenants totaling \$5,071.93, and I am satisfied that the tenants have set out that claim. However, as a good faith gesture the tenants agree to reduce the claim to \$2,500.00, and I find that the tenants are entitled to that amount.

Since the tenants have been successful with the application, the tenants are also entitled to recover the \$100.00 filing fee from the landlord.

I grant a monetary order in favour of the tenants as against the landlord in the amount of \$2,600.00 and I order that the tenants be permitted to reduce rent for future months until that sum has been realized, or may serve the order on the landlord and file it for enforcement in the Provincial Court of British Columbia, Small Claims division as an order of that Court.

Pursuant to my authority under Section 62 of the *Residential Tenancy Act*, I also order the landlord to provide the tenants with quiet enjoyment of the rental unit, free from unreasonable disturbance and free from threats of eviction. If the landlord fails to comply the tenants will be at liberty to apply for further monetary compensation.

I further order the landlord to comply with the tenancy agreement, and to refrain from expecting or requesting that the tenants pay the water bills.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,600.00, and I order that the tenants be permitted to reduce rent for future months until that sum has been realized, or may otherwise recover it.

I further order the landlord to provide the tenants with quiet enjoyment of the rental unit, free from unreasonable disturbances and free from threats of eviction.

I further order the landlord to comply with the tenancy agreement, and to refrain from expecting or requesting the tenants to pay for the water bills.

This order is final and binding and may be enforced.

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: June 23, 2023

Residential Tenancy Branch