



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes DRI, RR, LAT, LRE, OLC, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on February 6, 2023 seeking:

- the Landlord's compliance with the legislation and/or tenancy agreement
- to dispute a rent increase that is above the amount allowed by law
- suspension or set conditions on the Landlord's right to access the rental unit;
- authorization to change the locks in the rental unit;
- reimbursement of the Application filing fee.

The Tenant amended their claim on May 7, 2023, seeking:

- a reduction in rent for repairs/services/facilities agreed upon but not provided;

The matter proceeded by way of a conference call hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on June 1, 2023. In the conference call hearing I explained the process and provided the participants the opportunity to ask questions. At the start of the hearing, both the Landlord and the Tenant confirmed they received evidence prepared and sent by the other.

Issues to be Decided

- A. Is the Landlord obligated to comply with the *Act* and/or tenancy agreement?
- B. Did the Landlord impose a rent increase that runs contrary to the *Act*?
- C. Is the Tenant entitled to suspension/set conditions on the Landlord's right to access the rental unit?

- D. Is the Tenant authorized to change the locks on the rental unit?
- E. Is the Tenant entitled to a reduction in rent for services/facilities agreed upon but not provided?
- F. Is the Tenant entitled to reimbursement of the Application filing fee?

Background and Evidence

On the Tenant's Application, they entered the rent amount of \$1,400, payable on the first day of each month. The tenancy started on June 1, 2022 and the Tenant paid a security deposit amount of \$700. The Tenant paid \$1,550 for each of November, December 2022, and January 2023 when a family member visited.

The Tenant did not provide a copy of a written tenancy agreement. In the hearing they stated the agreement was "verbal" and they did not sign a document. They asked for a written agreement to their Landlord; however, the Landlord never provided one. The Landlord confirmed a verbal agreement was in place between the parties; however, the Tenant never asked for any tenancy agreement.

A. Landlord's compliance with the tenancy agreement/Act

The Tenant presented that there has been a verbal agreement in place, and they did not sign a tenancy agreement. They are requesting a copy of the agreement from the Landlord and made "multiple requests" for this in the past.

The Tenant also presented that they require rent receipts, as per the *Act*, for rent payments they made in cash. They provided a month-by-month list of rent amounts they paid, in what appears to be an image from a text message they sent previously.

The Landlord responded that the Tenant never asked for any tenancy agreement at the start of the tenancy. They acknowledged that the Tenant has paid the correct amount of rent each month. Even though the Tenant pays 1 or 2 days late, the Landlord did not take issue with this. The Landlord stated they keep their own record of rent amounts paid.

B. rent increase

On the Application, the Tenant provided as follows:

The tenancy started in June 2022 and the landlord is demanding increased rent i.e. \$1550 per month without any written notice and when we asked for a notice and agreement, he threatened us to increase the rent to \$1800 per month.

In the hearing, the Tenant stated that they paid an increased amount of rent for the time a family member was visiting. This was \$1,550 for each of November, December, and January. When the rent amount returned to \$1,400 as per the agreement, in March 2023, “the Landlord said rent had increased to \$1,550.” Further, the Landlord stated: “If you want an agreement, you have to pay full rent, which is \$1,800.”

The Tenant paid \$1,400 for each of February 2023 through to May 2023.

The Landlord explained that they returned to the country on February 5, 2023. At that time the Tenant called about a repair and then the Landlord talked to the Tenant on the phone about the situation. The Landlord stated to the Tenant that they needed the rental unit for their own personal space. The Tenant did not respond to this, and instead filed their Application to the Residential Tenancy Branch for this hearing.

C. Landlord’s right to access the rental unit

On their Application for this hearing, the Tenant stated:

The landlord enters the basement [i.e., the rental unit] to talk and will go in every room without any permission or notice.

In the hearing, the Tenant described the Landlord knocking to enter the rental unit, and the Tenant would open the door to let them in. The Tenant stated that this stopped since February. The Tenant reiterated the need for the Landlord to give written notice.

The Landlord in response stated that when the Tenant needed something fixed, they would call and get the Tenant’s permission. They never entered without the Tenant’s permission. Their entry into other rooms in the rental unit was one time, and with the Tenant’s permission.

D. authorization to Tenant to change rental unit locks

On their Application for this hearing, the Tenant stated:

the landlord has the keys to both locks of basement and i am requesting authorization to change locks to avoid the landlord accessing the unit without any notice in or in our absence

The Tenant provided a letter explaining the situation, this because “I don’t have any evidence in support of this.” The letter sets out the Landlord entering by knocking on the door anytime and entering the rental unit. This is, according to the Tenant, “with no respect for our privacy.” The Tenant, in regard to the rental unit lock, specifically noted: “Due to various incidents, I don’t feel safe to leave the unit while them having the key to our unit.”

E. reduction in rent

The Tenant indicated an amount of \$21.28 to be reduced for services agreed upon but not provided. They provided a statement on their Application:

I had to get this shaw connection in emergency when [the Landlord] disconnected my internet and didn’t respond to my texts and refused to take the request letter and connect the internet.

The Tenant provided all invoices from their previous service provider from June 2022 onwards showing the amount of around \$70 each month.

The Tenant provided a copy of their text message to the Landlord requesting the Landlord to connect the internet. This was “disconnected from the fiber box”, as told to the Tenant by their previous service provider. They stated: “you cannot restrict any services already being provided” and “We are paying for our own internet connection and Telus is using your box.”

The Tenant also sent a written request to the Landlord dated May 4, 2023. This sets out the service provider confirmed the cable was unplugged in the Landlord’s garage. This disconnection interrupted the Tenant’s own work and caused stress.

The Tenant provided a letter to them from the new internet service provider dated May 3, showing the service will start on May 7. This sets a monthly charge of \$79 all-inclusive of taxes.

The Landlord stated they had nothing to do with the Tenant’s internet. The Tenant did not pay the Landlord directly for internet; however, the Tenant’s connection ran through the Landlord’s garage. The Landlord questioned why the Tenant could not get their own connection established, without having to rely on the Landlord’s hardwire connection in the garage.

The Tenant confirmed they paid their own account to the service provider, and not the Landlord.

F. reimbursement of the Application filing fee

The Tenant paid \$100 to the Residential Tenancy Branch for their Application for dispute resolution.

Analysis

I am satisfied that a tenancy agreement exists between the Landlord and Tenant here. They both stated it was a verbal agreement. They agreed on the basic rent amount of \$1,400, and that the Tenant paid a \$700 security deposit.

A. Landlord's compliance with the tenancy agreement/Act

As defined in the *Act* s.1, a “tenancy agreement” is:

an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a license to occupy a rental unit.

The *Act* s. 13(3) states that a landlord must give a copy of the agreement within 21 days after they parties enter into a tenancy agreement.

All sections of the *Act* apply to the tenancy in place between the Landlord and the Tenant here. This includes s. 13(3) of the *Act*. I so order the Landlord and Tenant to meet – as soon as possible -- to sign a tenancy agreement that contains all the elements listed in s. 13(2) of the *Act*. I direct the parties to use form #RTB-1 available from the *Residential Tenancy Branch*. I order the parties to meet to sign an agreement that reflects the start date of July 1, 2022, the rent amount, and a security deposit paid amount of \$700.

As required by s. 13(3) of the *Act*, I order the Landlord to provide a copy of the signed agreement.

The *Act* s. 26(2) provides that a landlord must provide a tenant a receipt for rent paid in cash.

Additionally, the Landlord must provide receipts to the Tenant for the following amounts paid:

- May 29, 2022: \$1,400 rent and \$700 security deposit
- July 2, 2022: \$1,400 rent

- August 3, 2022: \$1,400 rent
- September 2, 2022: \$1,400 rent
- October 1, 2022: \$1,400 rent
- November 1, 2022: \$1,450 rent
- December 1, 2022: \$1,550
- January 2, 2023: \$1,550
- February 1, 2023: \$1,400
- March 1, 2023: \$1,400
- April 2, 2023: \$1,400
- May 8, 2023: \$1,400

I find the Tenant's record is clear on the rent amounts they paid, with the exception of rent for June 2022 when the record they provided shows they paid \$2,100 in total. Should that amount be correct, the Landlord shall issue a receipt for that amount; however, should this receipt be omitted from the record I don't see any harm to the Tenant going forward.

Additionally, I so order the Landlord to issue receipts to the Tenant for each month rent paid going forward from June 2023 onward. The Tenant correctly identified s. 26(2) of the *Act* as applicable to this situation: "A landlord must provide a tenant with a receipt for rent paid in cash."

These are the Landlord's obligations, as set out in the *Act*. I find the Landlord has breached the *Act* s. 13 and s. 26 so far in this tenancy, and they must rectify the situation as soon as possible.

B. rent increase

The Tenant described some comments from the Landlord, involving a greater amount of rent if they provided a tenancy agreement. The Tenant also described some "settlement letter" from the Landlord; however, the Tenant did not provide this in their evidence.

I find the Tenant did not present a clear account of the discussions they had with the Landlord. The Tenant was paying a higher amount of rent for the length of time their family member visited. The Tenant did not present documentation as evidence for this piece of their Application.

I do not understand what the Tenant presented for this piece of their claim, it appears to be based on their recall of certain discussions they had with the Landlord. There are no

documents about a rent increase in the Tenant's evidence, and the Tenant has been paying the rent amount of \$1,400.

I am not satisfied the Landlord increased the rent. The Tenant did not describe their discussions with the Landlord clearly; therefore, I cannot conclude that the Landlord made any statements to them about rent increase, which at this point would exist as statements only, in the form of negotiation with the Tenant.

I draw both the Landlord's and the Tenant's attention to Part 3 of the *Act*. This is s. 40 to s. 43 of the *Act*. There are strict laws that govern how a landlord may increase rent during a tenancy. Should the Landlord not follow any part of these sections and impose a rent increase to the Tenant or attempt to end the tenancy for unpaid rent without following these processes, the Tenant may apply to the Residential Tenancy Branch again for dispute resolution.

In reference to point A. above, I note: the Landlord may not refuse to provide any tenancy agreement or rent receipts unless the Tenant pays more rent. The Landlord is strictly bound by the *Act* regarding rent increases for this tenancy.

The Tenant did not present that there was an actual rent increase; therefore, I dismiss this piece of the Tenant's Application, with leave to reapply.

C. Landlord's right to access the rental unit

The *Act* s. 29 sets out the restrictions on a landlord's right to enter the rental unit. This includes the Tenant's permission at the time of entry, or written notice at least 24 hours before the entry. A written notice must set out the purpose for entering, and the exact date and time of entry.

In this Application, the Tenant did not provide specific dates and times the Landlord violated any part of the *Act* by entering the rental unit. From what the Tenant described, I find they allowed the Landlord's entry, which is not violating the *Act* as per s.29(1)(a).

With no clear descriptions or details of the Landlord violating s. 29 of the *Act*, I make no order restricting the Landlord's entry. I dismiss this piece of the Tenant's Application, without leave to reapply.

D. authorization to Tenant to change rental unit locks

The *Act* s. 70 allows me to authorize a tenant to change the locks where I may be satisfied that a landlord is likely to enter a rental unit other than as set out in s. 29.

As set out above, I am not satisfied the Landlord is likely to enter the rental unit either without the Tenant's permission at the time of entry, or without 24 hours written notice. The Tenant did not provide sufficient evidence to show otherwise. I dismiss this piece of the Tenant's Application. There is no remedy to the Tenant for this only based on their suspicion or feeling of mistrust. They need actual proof of the Landlord violating s. 29 which was not present here.

I dismiss this piece of the Tenant's Application, without leave to reapply.

E. reduction in rent

Any compensation owing from a landlord to a tenant may be reduced from rent accordingly, as per s. 65(1)(c) of the *Act*. This is based on a finding from me, as the Arbitrator, that a landlord has not complied with the *Act* or the tenancy agreement.

I find the Tenant was not paying the Landlord for internet service. The Tenant had their own separate account for that. I do not understand why the Tenant could not resume service with the same provider, despite the Landlord unplugging that service. This does not involve a service that is supposed to be provided by the Landlord to the Tenant; there is no agreement for that.

I find there was no violation of the *Act* or the tenancy agreement by the Landlord. Further, the Tenant did not clearly prove an amount that they are paying extra. I don't see what the amount they claim for reduction is equal to; it appears from the evidence that the Tenant is paying approximately the same amount for internet service.

Without clear establishment of a breach by the Landlord, I dismiss this piece of the Tenant's Application, without leave to reapply.

F. reimbursement of the Application filing fee

Insofar as the Tenant established that the Landlord must provide them with a written tenancy agreement, as well as receipts for rent amounts they paid in cash, I find the Tenant was successful in this Application. I find the parties would not be clear on the issues and the law going forward if the Tenant did not bring this Application to the Residential Tenancy Branch.

I authorize the Tenant to withhold the amount of \$100 from one future rent payment. This is allowed by s. 72(2) of the *Act*.

Conclusion

As set out above, I order the Landlord to provide a copy of a tenancy agreement and rent receipts for the rent paid in cash, to the Tenant, as soon as possible. I dismiss all other parts of the Tenant's Application.

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

Dated: June 5, 2023

Residential Tenancy Branch