



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

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

- an order regarding a disputed additional rent increase pursuant to section 43;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to service of the application and evidence submissions on file.

### **Preliminary Issues – Amendment of tenants' application**

The tenants' application has been amended to remove the applicant S.S. as she is not a party to the tenancy agreement.

At the outset of the hearing, the tenants advised the applications for a rent reduction, repairs and request to change the locks were resolved and being withdrawn.

### **Issues**

Is the proposed rent increase legal?

Are the tenants entitled to recover the filing fee?

### Background and Evidence

The tenancy originally began in March 2021. Over the time the parties have entered new leases or changed the parties to the tenancy as the tenants had different roommates come and go. The monthly rent under the previous lease was \$1750.00.

On November 28, 2022 the parties entered into a new lease at a monthly rent of \$2100.00. The lease began January 1, 2023 and is for a one year fixed term ending December 31, 2023.

The tenants filed this application disputing the rent increase on December 13, 2022 shortly after signing the new lease. The tenants submit that they were supposed to have a friend as the third person on the lease but the friend ended up backing out of the lease as she moved back in with her partner. The tenants submit they were under pressure from the landlord to sign the lease. The tenants submit they were advised by the Residential Tenancy Branch to file a dispute before signing the lease but they signed it due to pressure from the landlord. The tenants also stated they were advised by the Residential Tenancy Branch to sign the lease and file a dispute at the same time. The tenants submit the landlord has prevented them from adding a third person to the lease and that they cannot afford to pay \$2100.00 if it is just the two of them on the lease. The tenants have been paying the original monthly rent of \$1750.00 since January 1, 2023.

The landlord submits that the tenants had over 10 days to look over the lease before signing and that it was signed digitally without any coercion from the landlord. The landlord submits the tenants signed and agreed to the new lease only to file a dispute shortly after signing it. The landlord submits the rent increase is not illegal as both parties agreed to a new lease. The tenants agreed to it as it was supposed to be for three people and the third person fell through which is no fault of the landlords. The landlord submits they were not opposed to the tenants adding another person to the lease but the parties relationship soured after the tenants filed the dispute.

### Analysis

Pursuant to section 42 of the Act, a landlord must not impose a rent increase for at least 12 months after whichever of the following applies:

- (a) if the tenant's rent has not previously been increased, the date on which the tenant's rent was first payable for the rental unit;

(b) if the tenant's rent has previously been increased, the effective date of the last rent increase made in accordance with this Act.

Under this section, a landlord must give a tenant Notice of a Rent Increase at least 3 months before the effective date of the increase and the Notice must be in the approved form.

I find the parties entered into a new lease on November 28, 2022. I find the tenants have submitted insufficient evidence that this lease was entered into under duress. I find the tenants had the opportunity to review the lease and get advice on it before signing it. I do not find the tenants testimony to be credible as at times they argued the Residential Tenancy Branch advised them to sign the lease and at the same time they stated it was the Branch that advised them not to file a dispute before signing. I find the tenants did not do their due diligence to ensure the third person would also sign the lease and they proceeded to sign the lease with only the two of them named as tenants. The tenants are now bound by the lease.

I also find the tenants have not submitted sufficient evidence to support that the landlord denied them from adding a third person to the lease after the first person fell through. In fact, the tenants filed this application to dispute the new lease amount less than two weeks after signing the lease. The tenants filed this dispute and refused to pay the new lease amount which is what led to the parties relationship to sour.

The tenants' application is dismissed without leave to reapply.

The tenants are not entitled to recover the filing fee.

If the tenants continue to refuse to pay the full lease amount including any back rent outstanding, the landlord may issue a 10 Day Notice to End Tenancy and file her own application for the outstanding rent.

### Conclusion

The tenants' 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: July 31, 2023

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Residential Tenancy Branch