



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code: O, FF

Introduction

The Tenant has applied to postpone a rent increase and to recover the cost of the filing fee from the Landlord.

The parties provided affirmed testimony at the Hearing.

The Tenant testified that she mailed the Notice of Hearing documents to the Landlord by registered mail, but she did not recall when they were sent. The Landlord stated that he received the documents sometime in August, 2013.

The parties acknowledged receipt of each other's documentary evidence.

Preliminary Matter

The Tenant's Application was amended to reflect the correct names of the Landlord and the Tenant.

Issue(s) to be Decided

The Tenant seeks a finding with respect to whether or not a certain tenancy agreement is a valid agreement.

Background and Evidence

The parties signed a tenancy agreement in June, 2012. The tenancy agreement was a 6 month lease, starting July 1, 2012 and ending on December 31, 2013. Monthly rent was \$1,700.00. The Tenant provided post dated cheques to the Landlord for the term of the lease. The Tenant paid a security deposit in the amount of \$850.00 at the beginning of the tenancy.

In January, 2013, the Landlord sent the Tenant a new tenancy agreement, which the Tenant signed. The new agreement was a three month lease to March 31, 2013, and continuing on a month-to-month basis thereafter. Monthly rent was reduced to \$1,600.00.

Copies of both tenancy agreements were provided in evidence.

The Tenant gave the following testimony:

The Tenant testified that the Landlord provided her with a Notice of Rent Increase, which increased monthly rent by 3.8% effective November, 2013. The Tenant submits that this is two months too under the second tenancy agreement. The Tenant did not provide a copy of the Notice of Rent Increase in evidence.

The Landlord gave the following reply:

The Landlord stated that the Tenant did not return the second tenancy agreement to the Landlord and therefore it was not signed by him and not valid. He stated that he agreed to reduce the rent to \$1,600.00 per month effective January 1, 2013, and that the remaining terms of the original duly signed tenancy agreement still apply.

Analysis

The tenancy agreement that was signed by both parties in June, 2012, has a clause which states, "the lease can be extended beyond 31 Dec 12, on a monthly basis".

The tenancy agreement that was provided to the Tenant in January, 2013, was not signed by the Landlord and therefore, I find that it is not a valid tenancy agreement. A verbal tenancy agreement cannot replace a written agreement.

Therefore, I find that the original tenancy agreement never ended and is still in effect.

The Tenant's application to recover the cost of the filing fee from the Landlord is dismissed.

Conclusion

The tenancy agreement dated June, 2012, remains in effect.

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: October 17, 2013