



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, DRI, FFT

Introduction

On October 4, 2018,, the Tenant applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking the following relief:

- to make emergency repairs to the rental unit.
- to dispute an illegal rent increase
- to recover the cost of the filing fee.

The matter was scheduled for a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

During the hearing the Tenant withdrew her claim for emergency repairs to the rental unit. The Tenant submitted that she is moving out of the rental unit at the end of November.

Issues to be Decided

- Did the Landlord increase the rent in accordance with the Act?

Background and Evidence

The parties testified that the tenancy began on December 12, 2015, on a six month fixed term basis. The tenancy agreement indicates that the parties agreed the Tenant will move out of the rental unit at the end of the fixed term. The parties renewed the tenancy with a new agreement on June 1, 2016, for a one year fixed term to continue until May 31, 2017. The tenancy agreement indicates that at the end of the fixed term the tenancy may continue on a month to month basis or another fixed length of time.

On June 1, 2017, the parties renewed the tenancy for an additional year until May 31, 2018. The tenancy agreement indicates that if the Landlord and Tenant do not agree to enter into a new tenancy agreement the tenancy continues on a month to month basis.

On May 31, 2018, the parties had not reached an agreement to enter into a new tenancy agreement.

Rent in the amount of \$1,200.00 is due by the first day of each month. A security deposit of \$600.00 and a pet damage deposit of \$600.00 was paid by the Tenant to the Landlords.

The Tenant testified that the Landlord tried to get her to sign a new tenancy agreement starting June 1, 2018, on a month to month basis to replace her lease. The Tenant testified that she refused to sign the tenancy agreement.

The Tenant testified that she was paying \$900.00 in rent each month prior to signing the new tenancy agreement on June 1, 2016. The Tenant submitted that she believes the increase of rent to \$1,200.00 amounts to an illegal rent increase.

In response the Landlord testified that the initial tenancy agreement was for \$900.00 and that the parties entered into a new agreement at the end of the six month fixed term agreement. The Landlord testified that the Tenant agreed to the terms and signed the agreement.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant entered into a new tenancy agreement on June 1, 2016. The Tenant did not have the right to remain in the unit on a month to month basis. Since the parties entered into a new agreement, the Landlord was not restricted to the rent control provisions of the Act. The rent increase from \$900.00 to \$1200.00 was agreed upon by the parties and is not an illegal rent increase.

I find that when the parties did not agree to enter into a new tenancy agreement on May 31, 2018, the tenancy continued thereafter on a month to month basis.

The Tenants application to dispute a rent increase is unsuccessful and is dismissed without leave to reapply.

Conclusion

The Tenant entered into a new tenancy agreement on June 1, 2016. The rent increase from \$900.00 to \$1200.00 was agreed upon by the parties and is not an illegal rent increase.

The Tenant's application to dispute a rent increase is unsuccessful and 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: November 15, 2018

Residential Tenancy Branch