



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes DRI

Introduction

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

- an order regarding a disputed additional rent increase pursuant to section 43.

Issue(s) to be Decided

Was the rent increase allowable under the Act, regulations, or tenancy agreement?

Background and Evidence

DK gave the following testimony. The tenancy began on June 1st 2018 with a move out date imminent as the tenants advised the tenancy is coming to an end. DK testified that the landlord raised the rent from \$1500.00 per month to \$1800.00 per month on January 1st 2022. DK advised that he was unaware of what the allowable rent increase was until just recently. DK testified that the landlord has given an illegal increase since January 1st 2022 of \$300 per month. DK requests the recovery of that overpayment of rent for 15 months in the amount of \$4500.00.

KN gave the following testimony. KN testified that he had advised the tenants as of April 2021 that they would be seeking new terms of a tenancy agreement and offered the tenants to remain at the rate of \$1500.00 per month for six months or a one-year term for \$1800.00 per month. The tenant DK countered and asked for an extension of the one-year term to 15 months at \$1800 per month. KN testified the parties agreed and signed a contract to reflect 15 month term with the monthly rent of \$1800.00 due on the 1st of each month.

Analysis

I have reviewed all of the documentation before me and considered the relevant testimony of the parties. The tenants consistently stated that they were given an illegal increase. However, the tenants were not given an illegal increase, but rather both parties negotiated and signed a new agreement. DK's submission that he was unaware of the Act or what his rights were are not relevant under these circumstances as the parties both willingly entered into negotiations and agreed to terms and signed a **new** tenancy agreement that began on January 1st 2022. Based on this new agreement I find that there has not been any overpayment of rent and that the tenants are not entitled to any compensation, accordingly; the tenants application is dismissed in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety 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: April 04, 2023

Residential Tenancy Branch