

## 37B. Agreed Rent Increase

### In This Guideline:

A. Takeaway .....	1
B. Related Guidelines .....	1
C. Legislative Framework.....	1
D. Agreed Rent Increase.....	2
E. Policy Guideline Intention .....	2
F. Changes to Policy Guideline.....	2

### A. Takeaway

This policy guideline addresses agreed rent increases.

### B. Related Guidelines

Information on the other permitted rent increases can be found in the following Policy Guidelines:

- [Policy Guideline 37A: Annual Rent Increase](#)
- [Policy Guideline 37C: Additional Rent Increase for Capital Expenditures](#) (ARI-C)
- [Policy Guideline 37D: Additional Rent Increase for Expenditures](#) (ARI-E)

Information that applies to all permitted rent increases is available in [Policy Guideline 37: Permitted Rent Increases](#).

### C. Legislative Framework

<i>Residential Tenancy Act</i> (RTA)	<i>Manufactured Home Park Tenancy Act</i> (MHPTA)
• <a href="#">section 43</a>	• <a href="#">section 36</a>

Under section 36 of the MHPTA and section 43 of the RTA, a landlord may impose a rent increase only up to the amount:

- calculated in accordance with the regulations (“annual rent increase”),
- agreed to by the tenant in writing (“agreed rent increase”), or

## 37B. Agreed Rent Increase

May-24

- 
- ordered by the director on an application in the circumstances prescribed in the regulations (“additional rent increase”).

### D. Agreed Rent Increase

A tenant may voluntarily agree to a rent increase that is greater than the maximum annual rent increase. Agreements must:

- be in writing,
- clearly set out the rent increase (for example, the percentage increase and the amount in dollars),
- clearly set out any conditions for agreeing to the rent increase,
- be signed by the tenant, and
- include the date that the agreement was signed by the tenant.

A Notice of Rent Increase must be issued to the tenant three full months before the increase is to go into effect. The landlord should attach a copy of the written agreement signed by the tenant to the Notice of Rent Increase given to the tenant.

A term in a tenancy agreement imposing an ongoing rent increase that is substantially higher than the annual increase amount without compelling circumstances to justify it may be considered unconscionable and/or unlawful.

A tenant can dispute an agreed rent increase if it was not imposed in compliance with the timing and notice provisions or if the other conditions of the rent increase were not met.

### E. Policy Guideline Intention

The Residential Tenancy Branch issues policy guidelines to help Residential Tenancy Branch staff and the public in addressing issues and resolving disputes under the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act*. This policy guideline may be revised and new guidelines issued from time to time.

### F. Changes to Policy Guideline

Section	Change	Notes	Date Guideline Changed
---------	--------	-------	------------------------

**37B. Agreed Rent Increase**

May-24

---

All	New	New Policy Guideline. Based on previous version of Policy Guideline 37.	2023-02-17
All	Am	Formatted to new template	2024-05-28
D	Am	Updated to provide clarification about rent increase terms in tenancy agreements.	2024-05-28

Change notations

am = text amended or changed

del = text deleted

new = new section added