



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

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OLC

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Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided by the Tenant prior to the Hearing. The Tenant gave affirmed evidence and this Hearing proceeded on its merits.

Issue(s) to be Decided

This is the Tenant’s application to dispute a rent increase, for an order that the Landlord comply with the Act, regulation or tenancy agreement, and to recover the filing fee from the Landlord for the cost of the application.

Background and Evidence

The Tenant testified that he personally served the Landlord’s manager at the rental property with the Application of Dispute Resolution and Notice of Hearing package on January 26, 2009.

The Tenant provided a copy of the Landlord's Notice of Rent Increase dated October 25, 2008, into evidence. The Notice of Rent Increase is for a Manufactured Home Site. The Tenant testified that he does not live in a Manufactured Home, and submitted that the Notice of Rent Increase should be cancelled as it is on the wrong form.

Analysis

I am satisfied that the Tenant properly served the Landlord with his Application for Dispute Resolution and hearing package on January 26, 2009. Despite being served with the hearing package, the Landlord did not attend the Hearing and this Hearing proceeded in the Landlord's absence.

Section 42(3) of the Act states that a notice of a rent increase must be in the approved form. The Landlord gave the Tenant a Notice of Rent Increase – Manufactured Home Site, form RTB-11A, instead of a Notice of Rent Increase – Residential Units, form RTB-7. The notice was given on the wrong form and therefore is of no force and effect.

The Tenant started to give testimony with respect to various deficiencies and problems he is experiencing at the rental unit. However, the Tenant did not provide details with respect to these issues on his Application for Dispute Resolution, which was served on the Landlord. I advised the Tenant that I was not making any orders with respect to matters other than those set out in his Application for Dispute Resolution form and that he was at liberty to apply for those orders, and serve the Landlord with a copy of his application setting out the details of his dispute, if he chose to do so.

The Tenant has been partially successful in his application and is entitled to recover the cost of the filing fee from the Landlord. Pursuant to Section 72(2)(a), the Tenant may deduct \$50.00 from a future rent payment.

Conclusion

The Notice of Rent Increase – Manufactured Home Site, dated October 25, 2008 is of no force or effect.

I order that the Tenant may deduct the cost of today's application, in the amount of \$50.00, from rent due to the Landlord, pursuant to Section 72(2)(a) of the Act.

April 1, 2009
