



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application to dispute an additional rent increase, that the landlord comply with the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself, the Application for Dispute Resolution was reviewed, the hearing process was explained to the parties and the parties were provided an opportunity to ask questions in relation to the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

Issue(s) to be Decided

Has the landlord imposed an illegal rent increase?

Must the landlord comply with the Act?

Is the tenant entitled to filing fee costs?

Background and Evidence

During the hearing the parties agreed that the tenant has lived in the rental unit for approximately 11 years and that the current rent is \$393.64 per month. The parties also agreed that the tenant has always paid his own electricity bill and that recently the landlord made a request that the tenant commence paying additional rent to cover a gas bill.

The tenant testified that he does not believe he should be made to pay an increase and that a \$100.00 per month increase to his rent constitutes an illegal increase. The landlord's agent stated that the landlord's costs are not being met and that if the tenant would accept the increase the landlord will not proceed with enforcement of the 2 Month Notice to End Tenancy issued on August 31, 2009.

The landlord questioned the status of the tenancy as they recently purchased the rental unit and were not provided with a copy of a tenancy agreement.

Analysis

Section 42 of the Act determines how a rent increase may be determined:

- (1) A landlord must not impose a rent increase for at least 12 months after whichever of the following applies:
 - (a) if the tenant's rent has not previously been increased, the date on which the tenant's rent was first established under the tenancy agreement;
 - (b) if the tenant's rent has previously been increased, the effective date of the last rent increase made in accordance with this Act.

I find that the landlord has attempted to increase the rent, in breach of section 42 of the Act. Section 14 of the Act requires that any change to a tenancy agreement to add, remove a term, other than a standard term, may only take place if both the landlord and tenant agree to the amendment.

This tenant has lived in the rental unit for an extended period of time and I find that a tenancy is well established.

Conclusion

The tenant has not agreed in writing to any change to the tenancy agreement. The landlord may increase the rent as determined by section 42 of the Act.

As the tenant's application has merit I find the tenant is entitled to filing fee costs and that the tenant may make one deduction from the next month's rent due, in the sum of \$50.00.

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*.



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Dated: September 30, 2009.

Dispute Resolution Officer