



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) to dispute an additional rent increase.

The Tenant and Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the rent increase valid?

Background and Evidence

On December 27, 2011, the Landlord provided the Tenant with a Notice of Rent increase indicating that the rent would be raised from the current \$335.00 per month to \$425.00 per month. The Tenant disputes this increase as over the amount permitted by the Act and Regulation. The Landlord states that the Act was misread with respect to rental increases but did not think the Tenant was disputing the increase until notified of this application.

Analysis

Section 43 of the Act provides as follows:

- (1) A landlord may impose a rent increase only up to the amount
 - (a) calculated in accordance with the regulations,
 - (b) ordered by the director on an application under subsection (3), or
 - (c) agreed to by the tenant in writing.

(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

(3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.

(4) [Repealed 2006-35-66.]

(5) If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

As the rental increase is greater than allowed by the regulations, is not agreed to by the Tenant and has not been ordered pursuant to an application for such an increase, I find that the Notice to increase the rent is not valid and the Tenant is entitled to a cancellation of the Notice.

Conclusion

The Landlord's notice of rent increase is cancelled.

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: January 31, 2012.

Residential Tenancy Branch