



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNR, O

### Introduction

The tenant applies to dispute a rent increase and to cancel a ten day Notice to End Tenancy for unpaid rent.

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlord has imposed an unlawful rent increase? Is the Notice to End Tenancy a valid Notice? Has the tenant applied to cancel it within the permitted time?

### Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in June 2008. The tenant says his current monthly rent is \$213.00. The landlord 's representatives say it's \$510.00. The landlord does not hold any deposit money.

The tenant has not filed any formal "notice of rent increase" documentation. He says the rent increase was contained in the ten day Notice to End Tenancy, a copy of which was not filed either.

The tenant's application states that the ten day Notice was received by him on July 23, 2014. The tenant's application is date stamped as having been made on August 18, 2014.

The tenant says he first applied in July 2014 under file 251897 and was given a hearing date in January 2015. He refiled and was given this file and hearing date.

The record of the Residential Tenancy Branch shows the tenant made application 251897 on July 25, 2014 and that the application was to dispute a rent increase. There is no indication that he applied to cancel a ten day Notice at that time. The record shows that the application was cancelled.

The landlord's representatives could not find reference to any Notice to End Tenancy served July 23<sup>rd</sup> among the many Notices the tenant has apparently been given. They say that the rent increase rules imposed by the *Residential Tenancy Act* (the "*Act*") do not apply to the landlord.

### Analysis

Section 46 of the *Act* requires a tenant to make application to cancel a ten day Notice within five days after receiving it. The tenant did not. I am empowered to extend the time for filing such an application and would consider doing so here, but s. 66(3) of the *Act* prohibits any extension of time past the effective date of the Notice. In this case the effective date would have been August 2, 2014, ten days from receipt.

It follows that the tenant's application to cancel the Notice is too late. By operation of s. 46 of the *Act*, this tenancy ended on August 3, 2014 and the landlord is entitled to an order of possession.

During the hearing the landlord's representatives noted that the landlord is not bound by the rent increase rules of the *Act* and Regulation. I have determined that to be correct. Section 2(a) of the Residential Tenancy Regulation specifically exempts the landlord from the rent increase provisions of the *Act*. The tenant is therefore not at liberty to challenge the landlord's rent increases by way of application for dispute resolution under the *Act*.

### Conclusion

The tenant's application is dismissed. The landlord will have an order of possession.

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: October 20, 2014

---

Residential Tenancy Branch

