



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 205705 DEVELOPMENT CO.LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to dispute an additional rent increase.

The Tenant and Landlord appeared for the hearing and provided affirmed testimony. The Tenant provided a copy of the notice of rent increase into evidence. The Landlord confirmed service of the Tenant’s Application by registered mail.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence on the issue of the rent increase only, make submissions to me, and cross examine the other party on the evidence provided.

Issue(s) to be Decided

- Has the Landlord followed the rent increase provisions of the Act?
- What is the amount of rent increase to be paid by the Tenant and when is this increase to take effect?

Background and Evidence

The parties agreed that this tenancy started in 1989 on a month to month basis. The current rent amount payable by the Tenant for this tenancy is \$550.00 on the first day of each month. This amount has been paid by the Tenant for this tenancy since 2011 which was the last date it was increased.

The Tenant testified that on April 29, 2016 he was served with a Notice of Rent Increase (the “Notice”) which detailed that his rent was being increased by \$50.00 and was to take effect on July 1, 2016. The Tenant disputes the amount of the increase and when it

is payable because they are both contrary to the *Residential Tenancy Act* (the “Act”). The Tenant confirmed that he had not given any written consent to the Landlord to pay the increased amount detailed on the Notice.

The Landlord acknowledged that the amount of \$50.00 was over and above the 2.9% allowed for 2016 and that it would take effect on August 1, 2016. The Landlord testified that the Tenant had verbally agreed to this amount but then applied to dispute it. The Landlord confirmed that he had not obtained the Tenant’s written consent to increase the rent over the allowed 2.9%.

The Landlord then started to confront the Tenant for breaching the tenancy agreement and that there were issues with a satellite dish and parking of the Tenant’s vehicle. The Landlord was informed that these issues were not related to the Tenant’s Application and that this hearing was not to be used as a platform to address these issues. The Landlord was pointed to remedies under the Act to deal with these issues which were outside the scope of this hearing. The Landlord had to be cautioned several times about this during the hearing.

At the conclusion of the hearing, the Tenant requested the return of the filing fee from the Landlord for having to make this Application.

Analysis

Part 3 of the Act and Policy Guideline 37 to the Act explains the requirements a landlord **must** follow in order to affect a legal rent increase.

The Act requires a landlord to give to a tenant a notice of rent increase in the approved form at least **three** months before the effective date of the increase. The Act also requires that a landlord **must not** impose a rent increase that is more than the allowable limit which is calculated in accordance with the regulations. For 2016 this is 2.9%. This means that the maximum amount the Landlord can increase the Tenant’s rent for 2016 is \$15.95 (2.9% of \$550.00). In addition, because the Landlord served the Tenant with the Notice on April 29, 2016, the rent increase will not take effect until August 1, 2016, being three months later.

Based on the foregoing, I find the Landlord hasn’t complied with the Act in serving the Tenant with a correct Notice. I also find the Landlord failed to get the Tenant’s consent in writing to increase the rent above the allowable amount.

Based on the foregoing and pursuant to the Act, I find the Tenant's rent will increase from \$550.00 to \$565.95 and that this increased amount will be payable on the first day of each month starting on August 1, 2016.

As the Tenant has been successful in this matter and the Landlord has not followed the rent increase provisions of the Act, I award the \$100.00 filing fee to the Tenant pursuant to my authority under Section 72(1) of the Act. The Tenant is able to obtain this relief by deducting \$100.00 from his next installment of rent pursuant to Section 72(2) (a) of the Act. The Tenant may want to attach a copy of this Decision when making the reduced rent payment.

Conclusion

The Landlord has failed to follow the rent increase provisions of the Act. The Tenant is to pay rent in the amount of \$565.95 starting August 1, 2016. The Tenant is also granted his filing fee.

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: June 06, 2016

Residential Tenancy Branch