



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: DRI, MNDC

Introduction

This hearing is held in response to an application filed by the tenant seeking to dispute an additional rent increase and a monetary order for compensation for damage or loss in the sum of \$523.00.

All parties appeared and gave evidence under oath.

The tenant submits that his rent was increased illegally over the past two years. The tenant says that in 2006 his rent was \$254.75 per month, in January of 2007 it was increased by \$15.25 to \$290.00 and in January 2008 it was increased a further \$20.00 to \$310.00. The tenant has enclosed copies of the notices of the rent increases. The tenant submits that the rent increases were illegal because they were beyond the set rate and notice of the increase was not on the approved forms. The tenant says he was not aware that his rent increases were illegal until he went to see an advocate about his 2008 rent increase. The tenant seeks recovery of all of the increases paid and seeks to have his rent fixed at \$270.00. The tenant also requests that the landlord provide him with a copy of his tenancy agreement.

The landlord's representative submitted that the landlord now realises that the increases were above the amounts allowed under the Act. The landlord offered to apply the appropriate rent increases and refund the tenant the difference. The landlord's representative submits that it would be a windfall to the tenant to grant him recovery of all of the increases applied.

The tenant declined to accept the landlord's offer.

Findings

Based on the rent increase notices supplied by the tenant I find that the increases applied were as follows:

	Rent	Increase Imposed	New Rent	Increase x 12 months
January 2006	254.70	15.25	270.00	\$183.00
January 2007	270.00	20.00	290.00	\$240.00
January 2008	290.00	20.00	310.00	\$240.00
Total Increases Applied for the period in question				\$663.00

and I find that the increases as allowed under the Act would have been:

	Rent	% Allowed	Dollar Value Allowed	New Rent	Increase x 12 months
January 2006	254.70	4.0%	10.19	\$264.89	\$122.28
January 2007	264.89	4.0%	10.52	275.48	126.24
January 2008	275.48	3.7%	10.19	285.67	122.28
Total Increases Allowed under the Act for the period in question					\$370.80

I therefore find that the tenant's rent was increased improperly. However, a tenant should be aware of his rights and responsibilities and, where necessary, deal with issues that may arise during the course of a tenancy in a timely manner. Likewise, I find that a landlord is also required to know his or her rights and responsibilities under the Act and, I note that if the landlord had used the prescribed forms these additional

increases may not have occurred. However, I find that to now allow the tenant to recover all of the increases he paid without complaint over the course of three years would result in a windfall in his pocket. I will therefore allow the tenant a monetary award in the sum of \$300.00 being slightly more than recovery of the excess rental increases he has paid over the course of the past three years. I direct that the tenant deduct this award from his next rental payments until the full \$300.00 is realized.

Further, I find that the current rent is \$285.67 and I direct that this is sum that must be used to calculate the next, if any, rent increase as allowed under the Act.

The tenant did not seek recovery of the filing fee and I therefore make no finding in this regard.