



Dispute Resolution Services

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

Decision

Dispute Codes: DRI, MNDC, OLC, FF

Introduction

This hearing dealt with an application by the tenant to dispute a rent increase, for an order for compensation for loss, for an order that the landlord comply with the *Act*, and for recovery of the filing fee. Both parties participated in the hearing and each gave affirmed testimony.

Issues to be Decided

- Whether the tenant is entitled to dispute a rent increase
- Whether the tenant is entitled to certain orders under the *Act*

Background and Evidence

What began as a fixed term tenancy has become a month-to-month tenancy. Monthly rent in the amount of \$468.00 has been payable since December 1, 2007, which is the date when the previous rent increase became effective.

By way of the Notice of Rent Increase form dated August 28, 2008, the landlord informed the tenant that monthly rent would increase by \$132.00 to \$600.00 effective December 1, 2008. The tenant paid the new rent for December 2008 but made application to dispute the amount of the increase.

Analysis

Sections 41, 42 and 43 of the *Act* address, respectively, rent increases, timing and notice of rent increases and amount of rent increases. In the circumstances of this case

I find that the landlord complied with the *Act* by not imposing a rent increase for at least 12 months after the last increase. Further, I find that the landlord complied with the *Act* by advising the tenant of the proposed rent increase using the proper form and by giving notice at least 3 months before the effective date of the increase.

However, the landlord contravened the *Act* where it concerns the amount of the rent increase. In this regard, section 43(1) states:

43(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.

The Regulations currently provide that a rent increase must not exceed 3.7%.

Conclusion

I order that the landlord comply with the *Act* and limit the amount of the latest rent increase to \$17.32 ($3.7\% \times \468.00). This brings the monthly rent effective December 1, 2008 to \$485.32 ($\$468.00 + \17.32).

I further order that the tenant may deduct from rent for January 2009 the amount of the overpayment for December which is \$114.68 ($\$600.00 - \485.32) in addition to the filing fee for this application of \$50.00 (total deduction: \$164.68). This brings the total amount payable to the landlord in January 2009 to \$320.64 ($\$485.32 - \164.68).

DATE: December 11, 2008

Dispute Resolution Officer

