



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **Decision**

### **Dispute Codes:**

DRI            Dispute an additional rent increase

FF            Recover the Filing Fee for this Application from the Respondent

### **Introduction**

This Dispute Resolution hearing was convened to deal with an Application by the tenant for an order to clarify the rent and parking owed and to cancel a Notice of Rent Increase that the tenant alleges was not properly served on the tenant back in June 2008. Both the tenant and the respondent landlord appeared and each gave testimony in turn.

### **Issue(s) to be Decided**

The tenant was seeking to cancel a Notice of Rent Increase that was not properly served and to have the issue of parking fees clarified.

The issues to be determined based on the testimony and the evidence are:

- Whether the landlord had issued and properly served a Notice of Rental Increase compliant with the Act on June 23, 2008 and effective for October 1, 2008.
- Whether the rent and parking fees were “rolled in together” as rent in violation of the tenancy agreement and contrary to the Act.

### **Background and Evidence**

The tenant testified that back in September 2008, he changed his parking circumstances from covered parking to underground parking. The tenant testified that he signed a separate parking agreement and paid a deposit for the remote control opener. The tenant testified that, although he had signed a new agreement for the parking, he was not aware that the new parking arrangement imposed an added cost of

\$5.00 per month. Copies of the parking agreements October 1, 2007 and September 11, 2008 were submitted into evidence. The tenant testified that He continued to pay the same amount for rent and parking and received a visit from the new manager who advised the tenant that the rent and parking had increased and were now “rolled into one”. The tenant testified that he was not aware that a Notice of Rent Increase had been issued and was never served with this Notice. A copy of the Notice was in evidence. The tenant submitted into evidence copies of his rent payment cheques showing that he never increased the amount, which he feels would support his allegation that the Notice of Rent Increase was never served on him.

The landlord testified that the tenant's to secure underground parking came at an additional cost of \$5.00 and that this was clear on the form signed by the tenant. The landlord testified that the tenant, along with other renters, was personally served with the Notice to Increase rent. The landlord testified that the landlord did not make it a practice to get a tenant's signature on the form, but that this has now become the protocol due to this particular tenant's allegation that the Notice was not received.

### **Analysis**

A mediated discussion ensued the outcome of which is detailed below:

The parties agreed that the tenant will pay parking arrears in the amount of \$35.00 to bring the parking account up to current. Henceforth the parking fees will be charged at \$40.00 per month pursuant to the parking agreement form signed by the tenant.

The parties compromised on the matter of the effective date for a rent increase and it was agreed that the tenant would pay \$140.00 reflecting the implementation of a rental increase effective January 1, 2009 in the amount of \$35.00 per month raising rent from \$960.00 to \$995.00 per month. The payment of \$140.00 towards the tenant's rent account will bring the tenant up to date. Henceforth the rent will be \$995.00 per month.

The landlord agreed that all future Notices of Rent Increase will require a signature from the tenant acknowledging receipt.

## **Conclusion**

Based on the above, I hereby find that the mutual agreement reached by these participants to be binding and enforceable. In regards to the \$50.00 fee paid by the tenant for this application, I find that the tenant is entitled to reimbursement for half of this amount by the respondent and I order that the tenant may reduce rent owed to the landlord by \$25.00, as a one-time abatement, in compensation for half of the filing fee.

The remainder of the tenant's application is dismissed without leave to reapply.

April 2009

Date of Decision

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Dispute Resolution Officer