



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      DRI

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to dispute an additional rent increase.

The tenant served the landlord by registered mail on May 11, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Has the landlord imposed a rent increase higher than the allowable amount for 2009?
- Has the landlord given the tenant three clear month's notice of the rent increase?
- Was the rent increase given and paid last year an amount allowable for 2008?

### Background and Evidence

This tenancy started on July 01, 2007. Rent at that time was \$515.00 per month. On August 01, 2008 the landlord imposed a rent increase of \$20.00 taking the rent to

\$535.00. On May 02, 2009 the tenant received another Notice of rent increase of \$25.00 taking the rent to \$560.00 starting on August 01, 2009.

The tenant disputes this notice as it is more than the 3.7% allowed for this year. The tenant also noticed that the rent increase last year was more than the 3.7% allowed for 2008. The tenant also disputes the time frame for the Notice as the landlord had not given three clear months notice.

The landlord states that he was unsure what the correct percentage amount should have been and thought it was 4.7%. The landlord apologised to the tenant and also confirmed that although the Notice was dated April 29, 2009 he had not given it to the tenant until May 02, 2009 therefore had not given three clear months notice of the increase.

## Analysis

The *Residential Tenancy Act* s. 43 states that the landlord may impose a rent increase only up to the amount calculated in accordance to regulations. With this in mind the amount the landlord is allowed to increase the rent for 2008 and 2009 is 3.7%.

As the landlord over calculated this amount for 2008 the tenant is allowed to claim back the additional rent increase imposed since August 2008. The tenant does not wish to take advantage of this but would like her rent recalculated as if the correct increase had taken place in 2008. Therefore, until September 01, 2009 the tenants rent will be adjusted to \$534.05 per month. The rent increase allowed for 2009 will be calculated on rent of \$534.05. With this in mind the rent increase allowed for 2009 is \$19.75 which brings the tenants rent increase to \$553.80.



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The landlord did not give the tenant three clear months notice therefore the date this increase can take effect is September 01, 2009.

## Conclusion

The tenants' application is upheld and the landlord may only increase the rent for 2009 at 3.7%. This increase will take effect from September 01, 2009.

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 16, 2009.

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Dispute Resolution Officer