



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR, DRI, FF

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Unpaid Rent, to dispute a Notice of Rent Increase and to recover the filing fee for this proceeding.

Issues(s) to be Decided

1. Are the Landlords entitled to end the tenancy?
2. Is a Notice of Rent Increase dated April 16, 2009 an effective notice?

Background and Evidence

This tenancy started on June 9, 2007. Rent is \$2,575.50 per month payable in advance on the 1st day of each month. On or about April 16, 2009, the Landlords sent a letter to the Tenant advising him that the rent would be increased by \$95.25 effective August 1, 2009. The Tenant did not pay the rent increase for August and September 2009 and as a result the Landlords served him in person on September 2, 2009 with a 10 Day Notice to End Tenancy for Unpaid Rent. The Parties disagree as to whether the Notice of Rent increase was an enforceable notice under the Act.

Analysis

Section 42(3) of the Act says that a Notice of Rent Increase must be in the approved form. I find that the Notice of Rent increase dated April 16, 2009 is not in the approved form. In particular, I find that the Landlords' Notice is missing important information (that appears on the approved RTB form) such as the date of the last rent increase and information to Landlords and Tenants about when a Landlord may impose a rent increase as well as information about what a Tenant can do if the Notice does not comply with the Act.

As the Notice of Rent increase is not valid, I find that it is not enforceable and further find that there are no arrears as alleged on the 10 Day Notice to End Tenancy for Unpaid Rent. Consequently, the 10 Day Notice to End Tenancy dated September 2,



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2009 is cancelled and the tenancy will continue. As the Tenant has been successful in this matter, he is entitled to recover the \$50.00 filing fee for this proceeding and pursuant to s. 72 of the Act, I order that he may deduct this amount from his December 2009 rent payment when it is due.

Conclusion

The Tenant's application is allowed. 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: October 23, 2009.

Dispute Resolution Officer