



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC OLC FF

### Introduction

This hearing dealt with an application by the tenant for monetary compensation and an order that the landlord comply with the Act, regulation or tenancy agreement. Two agents for the tenant and the landlord all participated in the teleconference hearing.

### Issues(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Should the landlord be ordered to comply with the Act?

### Background and Evidence

The tenancy began on March 19, 2005. The current monthly rent is \$560.80. The tenant's evidence was that in September 2009 the landlord served the tenant with a notice of rent increase effective January 1, 2010, in which the rent would increase from \$560.80 to \$600, an increase of 6.99 percent. The allowable increase is 3.2 percent. The tenant has spent a great deal of time trying to get the landlord to comply with the Act on this and other issues. In 2008 the landlord attempted to require the tenant to pay a second security deposit. The tenant is feeling bullied by the landlord. The tenant seeks to have the notice of rent increase set aside as invalid, as well as an order that the landlord comply with the Act and monetary compensation of \$600 for being forced to continually deal with the landlord's failure to comply with the Act.

The response of the landlord was as follows. The problem with the security deposit was caused by the property management company that the landlord had previously employed, and the tenant's mother, who appeared as an agent for the tenant in this hearing, acknowledged some responsibility for the confusion in an email she sent to the landlord. In regard to the rent increase, the landlord stated that he has spent \$50,000 to renovate the building and he thinks he is entitled to increase the rent without applying for an additional rent increase.

### Analysis

Section 43 of the Act states that a landlord may not increase the rent above the prescribed amount unless (a) the landlord applies for and is granted an additional rent increase or (b) the tenant agrees in writing. In this case, the landlord sought to increase the rent beyond the prescribed amount, and that notice is therefore invalid.

In regard to the application for monetary compensation, I find that the tenant has not provided sufficient proof of actions on the landlord's part that entitle the tenant to compensation. If a tenant has concerns that a landlord is not complying with the Act, the tenant may apply for dispute resolution, as the tenant has done in this instance.

As the tenant's application was largely successful, I find he is entitled to recovery of the \$50 filing fee for the cost of his application.

### Conclusion

The notice of rent increase dated September 1, 2009 is invalid and of no force or effect.

I hereby order that the landlord comply with the Act, particularly in regard to rent increases. The rent will remain at the current rate of \$560.80 until such time as the landlord properly serves the tenant with a new notice of rent increase within the prescribed amount or applies for an additional rent increase.

The portion of the tenant's application regarding monetary compensation is dismissed.

The tenant is entitled to recovery of his \$50 filing fee, which he may deduct from his next month's rent.

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: December 21, 2009.

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Dispute Resolution Officer