



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes ORI, MNDC, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to dispute an additional rent increase, to receive monetary orders under the Act or tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Was there an illegal rent increase?

Is the Tenant entitled to compensation under the Act or tenancy agreement?

Background and Evidence

This tenancy began in February of 2009. The Landlord did not prepare a written tenancy agreement. The Tenant testified that at the beginning of the tenancy he was told to pay \$600.00 per month in rent, which included laundry and hydro.

The Tenant further testified that in June or July 2009, the Landlord told him she was losing money on the rental unit and could rent the unit out to someone else for \$750.00. The Landlord wanted more money for rent from the Tenant. The rent was increased to \$50.00 a month in August and the Tenant paid this for three months.

According to the Tenant, the Landlord then informed him he could not use the laundry facility anymore. In August of 2009 the Landlord also informed the Tenant he would

have to move out as relatives of hers were coming to visit. The Tenant informed the Landlord that she had to give him a Notice to End Tenancy under the Act. She gave him a two month Notice to End Tenancy sometime in October of 2009, and his last month of rent was free. The Tenant vacated the rental unit on or about December 26, 2009.

The Landlord testified that the Tenant began using a second bedroom and that was why the rent was raised. The Tenant submitted that the "second bedroom" was actually a furnace room, which he had been using to store some of his property in since the start of the tenancy.

The Landlord testified that she told the Tenant he could not use the laundry facilities, as they would freeze in winter. She further testified that her relatives moved into the rental unit and did not stay long. The Landlord testified she had rented the unit out to other occupants at the beginning of March 2010.

Analysis

Based on the foregoing, the evidence and testimony, and on a balance of probabilities, I find that the Landlord has breached several sections of the Act.

The Landlord breached section 13 of the Act when she failed to prepare a written Tenancy Agreement.

The Landlord breached section 41 of the Act by raising the rent of the Tenant by \$50.00 per month.

The Landlord breached section 27 of the Act by terminating a service or facility (the laundry) without giving the Tenant a notice or reduction in rent, as required by the Act.

The Landlord breached section 51 of the Act by failing to have the relatives stay in the rental unit for at least six months following the eviction of the Tenant. Section 51 states in part,

- (2) In addition to the amount payable under subsection (1), if
 - (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of **double the monthly rent** payable under the tenancy agreement.

[Emphasis added.]

I find that the breaches of the Act by the Landlord has caused the Tenant to suffer losses. Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Tenant has established a total monetary claim of **\$1,500.00** comprised of \$1,200.00 for two months of rent under section 51, \$150.00 for the illegal rent increase, \$100.00 for loss of laundry facilities, and the \$50.00 fee paid for this application.

I grant the Tenant an order under section 67 for the amount due of **\$1,500.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Lastly, it was clear to me during the hearing the Landlord was not aware of many portions of the Act and did not run her business accordingly. I have enclosed a copy of a Guidebook on the Act for the use of the Landlord and suggest she become familiar with her rights and obligations under the Act.

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: March 29, 2010.

Dispute Resolution Officer