

DECISION

Dispute Codes: DRI

Introduction

The Tenant is applying to dispute an additional rent increase.

Both parties gave affirmed testimony and this matter proceeded on its merits.

Issues to be Decided

Was the notice of rent increase provided to the Tenant in accordance with the provisions of the *Residential Tenancy Act* (the “Act”)?

Background and Evidence

The Tenant testified that she did not receive a Notice of Rent Increase from the Landlord, and therefore she believes rent should remain at \$455.00 per month.

The Landlord’s agent testified that she served the Tenant with the Notice of Rent Increase by placing it in the door jamb of the rental unit on September 29, 2009.

Analysis

The Landlord did not provide a copy of the Notice of Rent Increase in evidence, and therefore it is unknown whether or not the Notice was in the approved form. However, I find that the Landlord did not serve the Tenant with the Notice in accordance with the provisions of Section 88 of the Act.. Therefore, the Tenant’s application is granted. Rent remains at \$455.00, until such time as the Landlord serves the Tenant with a Notice of Rent Increase in the approved form, with at least three clear months before the rent increase takes effect, in accordance with the provisions of the Act.

Conclusion

The Tenant's application is granted. Rent remains at \$455.00 per month, until at least three months after a valid Notice of Rent Increase is served on the Tenant in accordance with the provisions of 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: June 1, 2010