

DECISION

Dispute Codes:

DRI, RP

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application disputing a rent increase and that the landlord be ordered to make repairs to the rental unit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Has the landlord issued a rent increase that does not comply with the Act?

Must the landlord be Ordered to complete repairs to the rental unit?

Background and Evidence

The tenancy commenced approximately thirteen years ago. Rent is \$425.00 per month, due on the first day of each month.

On March 31, 2010, the landlord issued the tenant a hand-written notice indicating that her rent was to increase by \$75.00. The tenant is disputing this notice that the landlord confirmed was given to the tenant.

The tenant has applied requesting an Order that the landlord repair the stove and oven; that the toilet be repaired or replaced, that the outside water tap be repaired and that the front door be replaced with a secure door that locks and cannot be breached.

During the hearing the parties agreed that the landlord would enter the rental unit on May 28, 2010, at 1 p.m. in order to inspect the rental unit and assess the need for repairs. The landlord indicated they were not made aware of the deficiencies and the tenant could not provide details as to when she reported the need for repairs.

During the hearing I found that the landlord's notice of rent increase was not in the approved form, that the notice provided a rent increase that exceeded the maximum

allowed in 2010 (3.2%) and that the tenant required a full 3 months Notice. I explained that a Notice issued and served to the tenant on the day of the hearing would take effect on September 1, 2010. The landlord is at liberty to issue a Notice of Rent Increase, as provided by the Act.

The tenant is concerned that the broken exterior water tap will result in the grass dying. The tenant has always watered the lawn.

Analysis

The parties have reached agreement that the landlord will inspect the rental unit on May 28, 2010 for any repairs required. Section 32 of the Act requires a landlord to maintain a rental unit in a state that complies with housing, health and safety standards as required by law. If the oven/stove and toilet are not fully functional the landlord must ensure it is repaired within a reasonable period of time. The front door must provide the tenant with security and should not allow entry without a key. The toilet should be functional and operate fully.

I find that the tenant is not responsible for any claim against her should the landlord fail to repair the outside water tap which allows the grass to be maintained. I have made no determination in relation to the maintenance responsibilities of the tenant.

I have included a copy of the Fact Sheet, Resolving Disputes on Your Own, for reference by each party.

Conclusion

The rent increase provided to the tenant increasing the rent by \$75.00 is of no force. Rent remains \$425.00 per month until a Notice that complies with the Act is issued and comes into force.

The landlord will enter the rental unit on May 28, 2010, in order to determine the repairs that are required and will make those repairs within a reasonable period of time.

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: May 26, 2010.

Dispute Resolution Officer