

## **DECISION**

Dispute Codes       MNR, FF

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$400.00 and a request of the respondent bear the \$50.00 cost of the filing fee that was paid for this application for dispute resolution.

### Background and Evidence

The applicant testified that:

- The tenant had been paying rent of \$1200.00 per month.
- In November of 2009 they gave the tenant a notice of rent increase letter which stated that the rent was being increased by \$25.00 per month however on that letter they inadvertently put the current rent as \$1000.00 per month instead of \$1200.00 per month.
- The notice of rent increase was not on the form required by the Residential Tenancy Act.
- Even though the letters stated that the rent was going to be increased by \$25.00 per month, the tenant only paid \$1025.00 per month, instead of \$1225.00 per month,, for the months of January and February 2010
- A correction letter was sent to the tenant and as a result the tenant did pay \$1225.00 per month for March 2010 April 2010 and May 2010.

The applicant is therefore requesting that the tenants be ordered to pay a further \$200.00 per month for the months of January 2010 and February 2010.

The tenant testified that:

- When she received the letter stating that rent was being increased by \$25.00 per month, but showing be present rent as \$1000.00 per month instead of \$1200.00 per month, she found it a little strange however she had recently applied for a rent subsidy from the government, as she thought perhaps that the landlords were receiving that subsidy.
- When the landlords later pointed out to her their mistake she did start paying the increased amount of \$1225.00.
- She does not think she should have to pay the extra amount for the months of January and February 2010 however because it was the landlords mistake not hers.

The respondent is therefore requesting that this application be dismissed.

### Analysis

Both of the letters given to the tenant with regards to the rent increase were not in the form required under the Residential Tenancy Act, and therefore neither of those notices is a valid notice.

Further although the landlords first letter did state that rent would be \$1025.00 per month, it also very clearly stated that rent was being raised by \$25.00 per month and therefore the tenants should not have assumed that rent had actually gone down.

Therefore it is my finding that rent for the months of January 2010 through to the end of the tenancy was \$1200.00 per month, not \$1025.00 per month or \$1225.00 per month.

Therefore for the months of January 2010 and February 2010 the tenant underpaid the rent by \$175.00 per month for a total of \$350.00, and for the months of March 2010 April 2010 and May 2010 the tenant overpaid the rent by \$25.00 per month for a total of \$75.00.

Therefore the tenant still owes  $\$350.00 - \$75.00 = \$275.00$ , and I have issued an order for that amount.

I further order that the applicant landlords bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution, because the original error was theirs and this whole situation may not have occurred had they not issued an incorrect letter of rent increase in the first place.

### Conclusion

I have issued an order for the respondent to pay \$275.00 to the applicants.

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 17, 2010.

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Dispute Resolution Officer