



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

DRI, MNDC, OLC, OPT, and FF

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to dispute an additional rent increase; for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; for an Order of Possession; and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution. At the hearing the Tenant withdrew his Application for an Order of Possession as he believes he is no longer able to reside in the rental unit.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served to the receptionist at the front desk of the residential complex on July 20, 2010. In the absence of evidence to the contrary, I accept that these documents were served on an agent for the Landlord in accordance with section 89 of the *Act*, however the Landlord did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the rent for this rental unit has been increased in accordance with the *Act*; whether the Tenant is entitled to compensation for rent increases that were imposed; whether the Tenant is entitled to compensation for being asked to vacate the rental unit without proper notice; and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Tenant stated that he signed a tenancy agreement in relation to this tenancy but that he does not have a copy of the agreement.

The Tenant initially stated that this tenancy began approximately twenty months ago, which would sometime near the beginning of 2008 and that it ended on July 31, 2010. He stated that when the tenancy began he was required to pay \$645.00 per month; that it was increased to \$750.00 for July and August of 2009; that it returned to \$645.00 in

September of 2009; that it increased to \$725.00 in October of 2009; that it increased to \$884.00 in July of 2010; and that it increased to \$1,000.00 in August of 2010.

The Tenant was directed to clarify the details of the rent increases, at which time he stated that he moved into the rental unit on October 28, 2009; that his rent was \$645.00 per month when the tenancy began; and that the rent increased to \$750.00 in July and August of 2010.

The Tenant was directed to clarify the details of the rent increases a third time, at which time he stated that he moved into the rental unit on October 28, 2009; that his rent was \$645.00 per month when the tenancy began; that rent increased to \$745.00 in December of 2009; and that it increased to \$785.00 in July and August of 2010.

After providing the above conflicting testimony the Tenant stated that sometime during the second week of June of 2010 the Landlord came to him and advised him he must vacate the rental unit by the end of June; that he was never given written notice of the need to vacate; and that he did vacate the rental unit at the end of June of 2010. He could not explain why he was given a rent increase for July or August of 2010 if he vacated the rental unit in June.

The Tenant is seeking compensation, in the amount of \$750.00, because the Landlord asked him to vacate the rental unit without providing written notice and because the rent increases that were imposed did not comply with the *Act*.

The Tenant submitted no evidence, such as rent receipts, to corroborate his testimony.

### Analysis

I find that the Tenant's testimony was inconsistent and contradictory, and I find it entirely unreliable.

On one occasion he stated that the tenancy began approximately twenty months ago, which would have been early in 2008 and on two occasions he stated that his tenancy began on October 28, 2009, although he initially stated that he paid rent for July and August of 2009.

On one occasion he stated that the tenancy end on July 31, 2010 and on one occasion he stated that it ended on June 30, 2010 yet on three separate occasions he insisted his rent was increased in July and August of 2010.

On one occasion he stated that his rent for July of 2010 was increased to \$884.00; on the second occasion he stated that the rent for July of 2010 was increased to \$750.00; and on the third occasion he stated that it was increased to \$785.00 for July of 2010. On one occasion he stated that his rent for August of 2010 was increased to \$1,000.00; on the second occasion he stated that the rent for August of 2010 was increased to

\$750.00; and on the third occasion he stated that it was increased to \$785.00 for August of 2010.

Given the inconsistencies in the Tenant's testimony and the absence of documentary evidence regarding the rent increases, I find that I cannot rely on the Tenant's testimony to determine whether rent for this rental unit has been increased in accordance with the *Act*. I therefore dismiss his application for compensation for rent increases that were imposed.

Given that I have not found the Tenant to be a credible witness I also dismiss his application for compensation for how the tenancy ended, as I cannot place any weight on his testimony that he was not given proper notice to end the tenancy.

### Conclusion

I find that the Tenant's Application for Dispute Resolution has been without merit and I dismiss his application to recover cost of filing this Application for Dispute Resolution.

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: September 13, 2010.

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Dispute Resolution Officer