

DECISION

Dispute Codes: CNC and OLC

Introduction

This application was brought by the tenant seeking to have set aside a Notice to End Tenancy for cause dated September 1, 2010 and setting an end of tenancy date of October 1, 2010. The tenant also sought an order that the landlord comply with the legislation.

Despite having been served with the Notice of Hearing which, according to the tenant was served in person on September 5, 2010 with witnesses, the landlord did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

At the commencement of the hearing, the tenant advised that she had vacated the rental unit on September 30, 2010. Therefore, the request to set aside the Notice to End Tenancy became moot.

The tenant stated that her request for an Order for the landlord to comply with the legislation was related to a Notice of Rent increase served on or about June 25, 2010 and imposing a 10 per cent increase starting July 1, 2010.

The tenant is correct in her determination that the Notice of Rent Increase did not comply with the legislation. Section 42 of the Act provides that a rent increase cannot

be imposed to take effect until one year after the rent was established or increased and notice must be given at least three months in advance. In addition, by *Regulation*, rent increases are limited to 3.7 per cent for 2010 and 2.3 per cent for 2011.

However, as the tenancy has ended, the question of the illegal rent increase is also moot.

The tenant stated that she has further claims arising from the fact that the landlord locked her out of the laundry room for the last two weeks of the tenancy and cut off the water to her rental unit for the last two days. As those claims were not included in the application served on the landlord, they cannot be dealt with during the present hearing. However, the tenant remains at liberty to bring these claims in a new application.

Similarly the tenant advised that her security deposit had not been returned. As the hearing took place on shortly before the 15 day deadline within which the landlord must either return the deposit or make application to make claim upon it under section 38 of the *Act*, this claim is premature. Again, the tenant remains at liberty to address the security deposit on a future application.

Having found the subjects of the present application moot, the present application is dismissed. However, the tenant remains at liberty to make a new application for the remaining issues not addressed in the present application.

October 13, 2010