

Decision

Dispute Codes: DRI, MNDC, OLC, FF

Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase, to obtain a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, an order instructing the landlord to comply with the Act, regulation or tenancy agreement, and recovery of the filing fee. Both parties participated and / or were represented in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

It is understood that the month-to-month tenancy began on or around April 1, 2006. Irrespective of the exact start date, monthly rent at the outset of tenancy was \$875.00. Currently, rent in the amount of \$925.00 is payable in advance on the first day of each month.

The tenant claims that since the start of tenancy he has received 3 separate notices of rent increase. He states that the first notice, a copy of which is not in evidence, concerned a rent increase effective March 1, 2008. The second notice, a copy of which is in evidence, is dated August 16, 2009 and concerned a rent increase effective December 1, 2009. The third notice, a copy of which is also in evidence, is dated August 21, 2010, and concerns a rent increase effective December 1, 2010.

While the tenant does not dispute the amount of the rent increases, or take issue with the period of notice given in advance of any of the rent increases, he takes the position

that as the notices have not been properly completed, the rent increases are therefore invalid.

Specifically, the tenant alleges first, that the signature on the notices is not that of the landlord, but that of the landlord's agent. Second, he alleges that the Part B of the form does not set out the "full legal business name" of the landlord, but rather, it bears a stamp showing the name and address of the building within which the rental unit is located. As a result of the above, the tenant asserts his entitlement to a reimbursement of the increased portion of rental payments pursuant to the subject notices.

The landlord gave affirmed testimony in the hearing that it is his signature on the subject notices, and not that of his agent. The landlord also testified that he is only one of what is more than one owner of the subject building. Further, the landlord testified his understanding is that the tenant makes his rent cheques payable to the landlord by way of the name and address shown on the stamp affixed to the notices of rent increase.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

The Act defines "landlord" as follows:

"landlord", in relation to a rental unit, includes any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
 - (i) permits occupation of the rental unit under a tenancy agreement, or
 - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;

- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant occupying the rental unit, who
 - (i) is entitled to possession of the rental unit, and
 - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

Further to the broad definition of “landlord”, as set out above, I accept the landlord’s affirmed testimony that the notices of rent increase all bear his signature, and not those of his agent. In the result, I hereby dismiss the tenant’s application for reimbursement of certain rent on the basis of his allegation that the notices of rent increase do not bear the bona fide signature of the landlord.

Section 42 of the Act speaks to **Timing and notice of rent increases**, and provides in part as follows:

42(3) A notice of rent increase must be in the approved form.

Section 6 in the Schedule of the Regulation addresses **Rent Increase**, in part as follows:

6(1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Office or Government Agent.
[underline emphasis added]

Arising from the above legislation, I find that the subject notices of rent increase are both, in and on the “approved form.” I also find that the landlord’s use of a stamp on the notices, which shows the information described above, does not breach the relevant statutory provisions and / or invalidate the notices. Accordingly, the tenant’s application for reimbursement of certain rent on this basis is hereby dismissed.

As the tenant has not succeeded in the application for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, the aspect of the application concerning recovery of the filing fee is also hereby dismissed.

Conclusion

The tenant’s application is hereby dismissed.

DATE: November 22, 2010

Dispute Resolution Officer