



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes DRI, FF, O

Introduction

This hearing dealt with the tenant's application to dispute an additional rent increase, recover the filing fee and other issues. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the submissions of the other party.

Issues(s) to be Decided

Did the landlord issue a Notice of Rent Increase that violates the requirements of the Act?

Background and Evidence

I was provided undisputed evidence that the tenancy commenced at the end of January 2010 and the rent was set at \$1,300.00 per month inclusive of hydro. On October 27, 2010 the landlord issued a Notice of Rent Increase to increase the rent to \$1,400.00 per month effective February 1, 2011. The tenant had not provided the landlord with written consent to increase the rent by more than the regulated amount. Upon receiving the Notice of Rent Increase the tenant and landlord spoke over the telephone but the parties could not resolve their dispute. The landlord instructed the tenant to file a dispute if the tenant did not agree with the rent increase.

The landlord was of the position that the tenant is responsible for a large increase in hydro consumption and the rental increase of \$100.00 per month was made in order to

cover the increased hydro costs. The requested that I consider and approve of the landlord's request for an additional rent increase by way of this dispute resolution proceeding.

Provided as documentary evidence for my consideration was a copy of the Notice of Rent Increase and copies of hydro bills.

Analysis

As the landlord was informed during the hearing, my authority to resolve disputes is limited to the application before me. In this case, the tenant has submitted an application on the basis the landlord had issued a Notice of Rent Increase that violates the requirements of the Act and the landlord has not made an application seeking an additional rent increase. Therefore, the only issue before me is whether the Notice of Rent Increase is valid and enforceable.

Rent increases are provided in sections 41 through 43 of the Act and sections 22 and 23 of the Residential Tenancy Regulation. The amount of the rent increase is limited to the amount calculated under the Regulations, which is 2.3% for 2011. Alternatively, the landlord may obtain the tenant's written consent or authority of a Dispute Resolution for a rent increase greater than the regulated amount.

In this case, the landlord did not have the tenant's written consent or the authority of a Dispute Resolution Officer for a rent increase greater than the regulation amount. Since the Notice issued on October 27, 2010 represents a rent increase greater than 2.3% the Notice is not valid or enforceable.

In light of the above findings, the rent remains at \$1,300.00 per month until such time it legally changes. With this decision I provide both parties with a copy of A Guide for Landlords and Tenants in British Columbia for further information regarding their respective rights and obligations under the Act.

Having heard from both parties, I am satisfied the landlord acted in such a way as to cause the tenant to make this application. Accordingly, I award the filing fee to the tenant and the tenant is hereby authorized to deduct \$50.00 from a subsequent month's rent payable.

Conclusion

The Notice of Rent Increase issued October 27, 2010 is invalid and the rent remains at \$1,300.00 per month until such time it legally changes. The tenant is authorized to deduct \$50.00 from a subsequent month's rent to recover the filing fee paid for this application.

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: November 30, 2010.

Dispute Resolution Officer